

**Exhibit 6**

Diem T. Nguyen-In Pro Se  
16478 Beach Boulevard, #331  
Westminster, CA 92683  
Telephone: (714) 742-5371  
email: diem.home@gmail.com

In Pro Se

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

DIEM T. NGUYEN,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC;  
FEDERAL NATIONAL MORTGAGE  
ASSOCIATION ("FANNIE MAE");  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC  
("MERS");  
QUALITY LOAN SERVICE  
CORPORATION;  
GMAC MORTGAGE  
CORPORATION DBA DITECH.COM;  
SUMMERGREEN HOMEOWNERS  
ASSOCIATION;  
HUNTINGTON WEST PROPERTIES,  
INC.;

ALL PERSONS UNKNOWN,  
CLAIMING ANY LEGAL OR  
EQUITABLE RIGHT, TITLE  
ESTATE, LIEN, OR INTEREST,  
IN THE PROPERTY DESCRIBED  
IN THE COMPLAINT ADVERSED  
TO PLAINTIFF'S TITLE OR ANY  
CLOUD ON PLAINTIFF'S TITLE  
THERE TO, AND DOES 1  
THROUGH 10,

Defendants,

CASE NO.

30-2010-00387297

THIRD AMENDMENT TO COMPLAINT:

1. BREACH OF WRITTEN CONTRACT -  
THE ORIGINAL DEED OF TRUST
2. BREACH OF ANTICIPATORY CONTRACT
3. BREACH OF ORAL CONTRACT
4. BREACH OF HAMP CONTRACT
5. BREACH OF THE THIRD -- PARTY  
BENEFICIARY CONTRACT
6. WRONGFUL FORECLOSURE
7. QUIET TITLE
8. SLANDER OF TITLE
9. CANCELLATION OF INSTRUMENTS -- NOD,  
SOT, ASSIGNMENTS OF DOTS, NOTS,  
PUBLICATIONS OF NOTS, TDUS
10. PROMISSORY ESTOPPEL
11. NEGLIGENCE
12. NEGLIGENT MISREPRESENTATION
13. BREACH OF THE COVENANT OF GOOD  
FAITH AND FAIR DEALING
14. FRAUD
15. VIOLATION OF THE ROSENTHAL FAIR  
DEBT COLLECTION PRACTICES ACT
16. UNFAIR PRACTICES UNDER CALIFORNIA  
BUSINESS & PROFESSIONS CODE  
SECTION 17200, ET SEQ.
17. DECLARATORY RELIEF
18. CONSPIRACY TO OBSTRUCT JUSTICE

1 Diem T. Nguyen-In Pro Se  
2 16478 Beach Boulevard, #331  
3 Westminster, CA 92683  
4 Telephone: (714) 742-5371  
5 email: diem.home@gmail.com  
6

7 In Pro Se  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER  
11

12 DIEM T. NGUYEN,  
13  
14

15 Plaintiff,  
16

17 v.  
18

19  
20 NATIONSTAR MORTGAGE, LLC;  
21 FEDERAL NATIONAL MORTGAGE  
22 ASSOCIATION ("FANNIE MAE");  
23 MORTGAGE ELECTRONIC  
24 REGISTRATION SYSTEMS, INC  
25 ("MERS");  
26 QUALITY LOAN SERVICE  
27 CORPORATION;  
28 GMAC MORTGAGE  
29 CORPORATION DBA DITECH.COM  
30 SUMMERGREEN HOMEOWNERS  
31 ASSOCIATION;  
32 HUNTINGTON WEST PROPERTIES,  
33 INC.;

34  
35 ALL PERSONS UNKNOWN,  
36 CLAIMING ANY LEGAL OR  
37 EQUITABLE RIGHT, TITLE  
38 ESTATE, LIEN, OR INTEREST,  
39 IN THE PROPERTY DESCRIBED  
40 IN THE COMPLAINT ADVERSED  
41 TO PLAINTIFF'S TITLE OR ANY  
42 CLOUD ON PLAINTIFF'S TITLE  
43 THERETO , AND DOES 1  
44 THROUGH 10,

45 Defendants,  
46  
47

CASE NO.

30-2010-00387297

THIRD AMENDMENT TO COMPLAINT:

DECLARATION OF DIEM T. NGUYEN;  
DEMAND FOR JURY TRIAL;  
VERIFICATION OF DIEM T. NGUYEN;  
REQUEST FOR JUDICIAL NOTICE OF  
EXHIBITS IN SUPPORT OF PLAINTIFF'S  
COMPLAINT

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

ROOM: C16

HONORABLE WILLIAM M. MONROE

Plaintiff, DIEM T. NGUYEN, is informed and believes and thereon alleges:

PARTIES:

1. Plaintiff does not know the true names and capacities of the defendants sued herein as DOES 1 through 10 ("DOE Defendants"), inclusive, and therefore sues said DOE Defendants by fictitious names. Plaintiff is informed and believed and based on such information and belief aver that each of the DOE Defendants is contractually, strictly, negligently, intentionally, vicariously liable and or otherwise legally responsible in some manner for the acts and omissions described herein. Plaintiffs will amend this Complaint to set forth the true names and capacities of each DOE Defendant when same are ascertained.
2. "All Persons Unknown, Claiming Any Legal Or Equitable Right, Title, Estate, Lien, Or Interest In The Property Described In The Complaint Adverse To Plaintiffs' Title, Or Any Cloud On Plaintiffs' Title Thereto" are sued herein pursuant to California Code of Civil Procedure Section 762.020(a).
3. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated as DOES are responsible in some manner for the events and happenings herein alleged and caused injury and damages proximately thereby to Plaintiff, as herein alleged.
4. At all times herein mentioned, each of the Defendants herein were the agents, employees, and alter egos of each of the remaining Defendants, and was at all times acting within the course and scope of said agency and employment.
5. The obligations sued upon were incurred and were to be performed, or are payable, or the defendants reside in the within judicial district of the State of California in the county of Orange.
6. At all times herein mentioned, Plaintiff is an individual residing in a condominium unit, ("Subject property"), located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 within the condominium Project, in the City of Santa Ana, County of Orange, California. The condominium unit includes an exclusive usage of a detached garage number 26. The condominium unit is located inside the Summergreen Homeowners Association.
7. Huntington West Properties Inc ("Huntington West") is the current management company managing Summergreen Homeowners Association ("Summergreen HOA and /or Association").

///

8. Federal National Mortgage Association ("FANNIE MAE") is the government housing guarantor for Plaintiff's loan that was obtained by GMAC Mortgage Corporation DBA Ditech.com ("Ditech.")
9. FANNIE MAE is believed to be a foreign corporation that is the beneficiary of the loan that foreclosed on the Property and the current holder of title.
10. Nationstar Mortgage, LLC ("Nationstar") was later acquired the servicing rights to the Subject Property loan. The Nationstar reference number is 0596506486 in reference to the Subject Property. Nationstar was the loan servicer of Subject Property.
11. Jamal represented himself to Plaintiff and her then loan modification law firm, Empire Law Center, as an employee of Nationstar Mortgage LLC. Jamal represented himself to Plaintiff and her then loan modification law firm, Empire Law Center, as being an authorized main contact employee working for Nationstar who is authorized to speak on behalf of Nationstar regarding Plaintiff's loan modification status under the HAMP program. Jamal represented himself to Plaintiff and her then loan modification law firm, Empire Law Center, as being authorized to speak on behalf of the loan modification department in Nationstar regarding Plaintiff's loan modification status and outcome in that he was able to gain full access of the status, decisions, and outcomes of Plaintiff loan from the loan modification department in Nationstar's computer systems and records. Jamal represented himself to Plaintiff and her then loan modification law firm, Empire Law Center, as being authorized to speak on behalf of Nationstar's loan modification department and Nationstar in that he informed Plaintiff of the status, decisions, and outcomes of Plaintiff's loan modification from gaining the full access of the Nationstar's computer systems and records. Jamal represented himself to Plaintiff and her then loan modification law firm, Empire Law Center, as being authorized to speak on behalf of Nationstar in regards to the HAMP program and the loan modification programs in general.
12. Quality Loan Service Corporation ("Quality") claimed to be the duly appointed substituted Trustee under said Deed of Trust on July 22, 2010.
13. Quality Loan Service Corporation ("Quality") claimed to be the authorized agent of Nationstar Mortgage, LLC
14. First Amercian Title Insurance Company ("First American Title") is a California corporation with its principal place of business in California. First American Title is in the business of conducting non-judicial foreclosures in California and/or assisting foreclosure trustees.

///

1  
2  
3  
4  
5 15. Mortgage Electronic Registration Systems, Inc ("MERS") is a privately held company  
6 that operates an electronic registry designed to track servicing rights and ownership of  
7 mortgage loans in the United States. MERS is organized and existing under the laws  
8 of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI  
9 48501-2026, Tel. (888) 679-MERS.

10  
11 16. MERS serves as mortgagee of record on the mortgage solely as a nominee for Lender  
12 and Lender's successors and assigns and does not have any interest in the mortgage  
13 loan.

14  
15 17. Each of the Defendants named herein are believed to, and are alleged to have been  
16 acting in concert with, as employee, agent, co-conspirator or member of a joint venture  
17 of, each of the other Defendants, and are therefore alleged to be jointly and severally  
18 liable for the claims set forth herein, except as otherwise alleged.

19  
20 18. The use of the term "Defendants" in any of the allegations in this Complaint, unless  
21 specifically otherwise set forth, is intended to include and charge both jointly and  
22 severely, not only named Defendants, but all Defendants designated as well.

23  
24 19. Plaintiff is informed and believe and thereon alleges that, at all times mentioned  
25 herein, Defendants were agents, servants, employees, alter egos, superiors, successors  
26 in interest, joint venturers and/ or co-conspirators of each of their co-defendants and in  
27 doing the things herein after mentioned, or acting within the course and scope of their  
28 authority of such agents, servants, employees, alter egos, superiors, successors in  
29 interest, joint venturers and/ or coconspirators with the permission and consent of their  
30 co-defendants and, consequently, each Defendant named herein, and those Defendants  
31 named herein as DOES 1 through 10, inclusive, are jointly and severally liable to  
32 Plaintiff for the damages and harm sustained as a result of their wrongful conduct.

33  
34 20. Defendants, and each of them, aided and abetted, encouraged, and rendered substantial  
35 assistance to the other Defendants in breaching their obligations to Plaintiff, as alleged  
36 herein. In taking action, as alleged herein, to aid and abet and substantially assist the  
37 commissions of these wrongful acts and other wrongdoings complained of, each of the  
38 Defendants acted with an awareness of its primary wrongdoing and realized that its  
39 conduct would substantially assist the accomplishment of the wrongful conduct,  
40 wrongful goals, and wrongdoing.

41  
42 21. Defendants, and each of them, knowingly and willfully conspired, engaged in a  
43 common enterprise, and engaged in a common course of conduct to accomplish the  
44 wrongs complained of herein. The purpose and effect of the conspiracy, common  
45 enterprise, and  
46  
47

common course of conduct complained of was, inter alia, to financially benefit Defendants at the expense of Plaintiff by engaging in fraudulent activities. Defendants accomplished their conspiracy, common enterprise, and common course of conduct by misrepresenting and concealing material information regarding the servicing of loans, and by taking steps and making statements in furtherance of their wrongdoing as specified herein. Each Defendant was a direct, necessary and substantial participant in the conspiracy, common enterprise and common course of conduct complained of herein, and was aware of its overall contribution to and furtherance thereof. Defendants' wrongful acts include, inter alia, all of the acts that each of them are alleged to have committed in furtherance of the wrongful conduct of complained of herein.

22. Any applicable statutes of limitations have been tolled by the Defendants' continuing, knowing, and active concealment of the facts alleged herein. Despite exercising reasonable diligence, Plaintiff could not have discovered, did not discover, and was prevented from discovering, the wrongdoing complained of herein.

23. In the alternative, Defendants should be estopped from relying on any statutes of limitations. Defendants have been under a continuing duty to disclose the true character, nature, and quality of their financial services and debt collection practices. Defendants owed Plaintiff an affirmative duty of full and fair disclosure, but knowingly failed to honor and discharge such duty.

[illegible]

GENERAL ALLEGATIONS:

**The original contract.**

24. On July 17, 2006, Plaintiff entered into a consumer loan transaction with Defendant GMAC Mortgage Corporation DBA Ditech.com ("Ditech") to re-finance a condominium property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 ("Subject Property.") Plaintiff executed a Promissory Note ("Note") as part of the Loan transaction. Based upon the information and belief, in connection with the Loan transaction, Ditech took a security interest in the Subject Property in the form of a Deed of Trust ("DOT") recorded with the Orange County Recorder's Office in Santa Ana, CA on July 26, 2006. A copy of this DOT is in the Request for Judicial Notice of Exhibits in Support of Plaintiff's Complaint ("RFJN") as Exhibit B
25. Ditech originates and acquires mortgage loans that generally fall into several specified categories. Plaintiff is informed and believes and therefore alleges that Plaintiff's loan was under the following category:  
Prime Non-Conforming Mortgage Loans — These are prime credit quality first-lien mortgage loans secured by single-family residences that either (1) do not conform to the underwriting standards established by Fannie Mae or Freddie Mac, because they have original principal amounts exceeding Fannie Mae and Freddie Mac limits, which are commonly referred to as jumbo mortgage loans, or (2) have alternative documentation requirements and property or credit-related features (e.g., higher loan-to-value or debt-to-income ratios) but are otherwise considered prime credit quality due to other compensating factors.
26. In Exhibit B of RFJN, there are total of 19 pages of the Deed of Trust ("DOT") executed on 07/17/2006. There are 15 pages to the DOT. There are 4 pages to the Condominium Rider.
27. The following are the extractions of excerpts from the DOT, Exhibit B:
- a. on page 1 of 15, it stated:
    - (A) "Security Instrument" means this document, which is dated 07/17/2006 together with all Riders to this document.
    - (B) "Borrower" is Diem Trang Nguyen, a single woman.
    - (C.) "Lender" is GMAC Mortgage Corporation DBA Ditech.com.
  - b. on page 2 of 15, it stated:
    - (D) "Trustee" is Executive Trustee Services, Inc.
    - (E) "MERS" Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns.



(F) "Note" means the promissory note signed by Borrower and dated 07/17/2006

The Note states that Borrower owes Lender Two Hundred Ninety Six Thousand dollars (USD \$296, 000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2036.

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

c. on page 3 of 15, it stated:

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

Exhibit A

TOGETHER WITH...Borrower understands and agrees that MERS holds only legal title ...but if necessary...MERS ( as nominee for Lender and Lender's successors and assigns) has the right...to foreclose and sell the property...required of Lender...

d. on page 4 of 15, it stated:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note.

2. Application of Payment or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the note; (b) principal due under the note; (c.) amounts due under Section 3.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full....

e. on page 10 of 15, it stated:

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means...The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender...If any notice required by this Security Instrument is also required under Applicable Law, the

Applicable Law requirement will satisfy the corresponding under this Security Instrument.

f. on page 13 of 15, it stated as followed:

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

28. This DOT, Exhibit B of RFJN, clearly declared that Lender is GMAC Mortgage Corporation DBA Ditech.com. The Trustee was declared as Executive Trustee Services, Inc. The "Beneficiary" was MERS who only holds legal title as nominee for Lender and Lender's successors and assigns. MERS can only exercise the power of sale if requested by Ditech and Ditech's successors and assigns. This DOT gave specific instructions and guidelines as to how and the priority of the payments from Plaintiff are to be applied against the DOT and the Note. The DOT was to secure to lender all renewals, extensions, and modification of the Note. It defined that the loan means the debt evidenced by the Note and borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note. Borrower shall pay to Lender payments due under the Note until the Note is paid in full. It declared that all notices in connection with this DOT must be in writing. It clearly declared that only Ditech can execute and acknowledge the substitution of trustee ("SOT") and must record such execution and acknowledgement in the Orange County Recorder Office in Santa Ana, CA. It further affirmed the procedure for the SOT by declaring that the procedure clearly specified in the DOT, Exhibit B in RFJN shall govern to the exclusion of all other provisions for substitution.

29. Plaintiff is alleging that the conducts and practices of Ditech, Nationstar, Quality, MERS, and FANNIE MAE were contrary to this original contract, Exhibit B of RFJN of which will be discussed throughout this Complaint. Thus, Plaintiff alleges that the foreclosure of Subject Property was vicious, malicious, wrongful, and fraudulent.

#### **The Anticipatory contract.**

30. Exhibit K of RFJN is the APPLICATION FOR ORDER OF EXEMPTION UNDER SECTION 2923.53 OF THE CALIFORNIA FORECLOSURE PREVENTION ACTON (CIVIL CODE SECTION 2923.52 ET SEQ.).

1  
2  
3  
4  
5 This application was received by the Department of Corporations on June 12, 2009. It  
6 stated that the comprehensive loan modification program was implemented on May 28,  
7 2009. It stated that it has an attached Exhibit (2) which is the "NOTICE OF SALE  
8 form in compliance with Civil Code Section 2923.54, or a copy of the declaration,  
9 or forms of declarations, in compliance with Civil Code Section 2923.54 that the  
10 applicant will instruct its trustee to include in its Notice of Sale."

11  
12 Plaintiff was not given the Exhibit (2) of this application by the Department of  
13 Corporations on March 03, 2011. However, Plaintiff does have a copy of the Notice of  
14 Trustee's Sale ("NOTS"), Exhibit G in RFJN.

15  
16 In Exhibit K of RFJN, there are five pages: page 1, page 2, page 6, page 7, and last  
17 page entitled "Revision to Exhibit (2)." On the last page of Exhibit K in RFJN, it has  
18 the heading of "Revision to Exhibit (2)" in which the languages under the  
19 DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 2923.54  
20 is similar to the languages at the bottom of the front page of Plaintiff's Exhibit G in  
21 RFJN.

22  
23 It declared as follows:

24 [1 ] The mortgage loan servicer has obtained from the commissioner a final or  
25 temporary order of exemption pursuant to Section 2923.53 that is current and valid on  
26 the date the notice of sale is filed;

27 [2] The timeframe for giving notice of sale specified in subdivision (a) of Section  
28 2923.52 does not apply pursuant to section 2923.52.

29  
30 Civil Code Section 2923.52(a) requires an additional ninety (90) days period beyond  
31 the period already provided before a Notice of Sale can be given in order to allow all  
32 parties time to pursue a loan modification to prevent foreclosure.

33  
34 The purpose of this application, Exhibit K of RFJN, was to allow Nationstar to proceed  
35 with expediting the sale of Subject Property as opposed to forcing Nationstar to wait an  
36 additional 90 days to assess options preventing foreclosures against Subject Property  
37 according to the California Foreclosures Prevention Act signed on February 20, 2009,  
38 Exhibit N in RFJN, by Governor Schwarzenegger. On June 15, 2009, The Department  
39 of Corporations issued the TEMPORARY ORDER EXEMPTING MORTGAGE  
40 LOAN SERVICER FROM CIVIL CODE SECTION 2923.52 in favor of Nationstar,  
41 Exhibit L in RFJN. On July1, 2009, the Department of Corporations issued the  
42 FINAL ORDER EXEMPTING MORTGAGE LOAN SERVICER FROM CIVIL  
43 CODE SECTION 2923.52 in favor of Nationstar, Exhibit M in RFJN. Nationstar  
44 received the final approval from the Department of Corporations to proceed with the  
45  
46  
47

1  
2  
3  
4  
5 sale of Subject Property as opposed to waiting an additional 90 to assess options  
6 preventing foreclosures of Subject Property.  
7

8 Nationstar was preparing this application, Exhibit K in RFJN, in order to obtain an  
9 approval from the Department of Corporations to proceed with the selling of Subject  
10 Property as opposed to waiting an additional 90 days as required pursuant to the  
11 California Foreclosure Prevention Act, Exhibit N of RFJN. Nationstar's actions only  
12 meant that they anticipated on repudiating the loan modification contract under the  
13 HAMP program ("HAMP contract") in favor of Subject Property when their  
14 performance is due in the HAMP contract. Nationstar's actions only meant that they  
15 anticipated on rejecting, refusing, and denying Plaintiff the opportunity to perform her  
16 duties when performance is due in the HAMP contract in favor of Subject Property.  
17

18 This is exactly what Nationstar did as they declared by proceeding with these  
19 applications while Plaintiff's loan was purportedly being reviewed by the loan  
20 modification department in Nationstar and by FANNIE MAE. Nationstar made it  
21 impossible for Plaintiff to perform her duty in the HAMP contract.  
22

23 31. In Exhibit X of RFJN is a USB. In the USB is the consented recorded conversations  
24 between Plaintiff and Jamal from Nationstar, Exhibit A of RFJN. In Exhibit A of  
25 RFJN, Jamal confirmed that according to Nationstar's computer systems and records,  
26 there was indeed a HAMP contract created and executed in favor of Subject Property  
27 on July 22, 2009. Plaintiff is alleging that Nationstar applied for the exemption  
28 pursuant to Section 2923.53 on June 12, 2009 at the Department of Corporations in  
29 anticipating of breaching the HAMP contract in favor of Subject Property to be created  
30 and executed by all parties to the contract on July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201,  
31 Santa Ana, CA 92703 USA for subject property located at 4004 W. 5<sup>th</sup> Street, #201,  
32 Santa Ana, CA 92703 USA.  
33

34 32. In Exhibit K of RFJN, the application was received by the Department of Corporations  
35 on **June 12, 2009**. It stated that the comprehensive loan modification program was  
36 implemented on **May 28, 2009**. In Exhibit L of RFJN is the Temporary Order  
37 Exempting Mortgage Loan Servicer from Civil Code Section 2923.52 was issued on  
38 **June 15, 2009** allowing Nationstar to move forward with foreclosing Subject Property  
39 as opposed to waiting an additional 90 days. In Exhibit M of RFJN is the Final Order  
40 Exempting Mortgage Loan Service From Civil Code Section 2923.52 was issued on  
41 **July 1, 2009**. In Exhibit A of RFJN, Jamal from Nationstar claimed that the loan  
42 modification package under the HAMP program in favor of Subject Property was sent  
43 to Plaintiff on **July 14, 2009**. The HAMP contract was created and executed on **July**  
44 **22, 2009** at 4004 W. 5<sup>th</sup> Street, #201 Santa Ana, CA 92703 USA for Subject Property  
45  
46  
47

located at 4004 W. 5<sup>th</sup> Street, #201 Santa Ana, CA 92703 USA by all parties to the contract. Clearly this is the declaration made by Nationstar through these applications, Exhibit K of RFJN, that Nationstar will NOT perform when their performance is due in the HAMP contract in favor of Subject Property. Nationstar clearly declared that they will make it impossible for Plaintiff to perform her duties when her performance is due in the HAMP contract.

33. Plaintiff is alleging that Nationstar and FANNIE MAE were well prepared in anticipation of breaching the HAMP contract in favor of Subject Property once Nationstar received the final order from the Department of Corporations.

#### **The Oral Contract**

34. Plaintiff is alleging that Nationstar and FANNIE MAE repudiated the HAMP contract in favor of Subject Property on their own accord.

35. Plaintiff retained the services of the loan modification law firm, Empire Law Center in September 2009. From July 2009 until March 2010, Plaintiff was never informed by any parties including Empire Law Center that there was indeed a HAMP contract set in favor of Subject Property.

36. Under California law contracts, "An implied contract is one, the existence and terms, of which are manifested by conduct." Cal.Civ.Code § 1621. Plaintiff is alleging there existed a HAMP contract in favor of Subject Property. It was manifested by the conducts and practices of Nationstar and confirmed orally by Jamal from Nationstar on March 15, 2010, Exhibit A of RFJN. The implied contract survives in Plaintiff's case in that Jamal confirmed that Nationstar accepted and applied Plaintiff's payment meant for the original contract in favor of Subject Property under the HAMP contract.

37. Section 1698 of the California Civil Code provides, in part, as follows: (b) A contract in writing may be modified by an oral agreement to the extent that the oral agreement is executed by the parties. Cal. Civ.Code § 1698.

Plaintiff is alleging that Nationstar on its own accord executed the contract on Plaintiff's behalf by prorating portion of Plaintiff's last monthly mortgage payment meant for the original contract, Exhibit B of RFJN, and applying that prorated portion to the first of the three months trial period under the HAMP contract on July 22, 2009. Plaintiff is alleging that it was also executed by Nationstar in that Nationstar accepted the prorated portion of the mortgage payment and applied that mortgage payment to the first of the three months trial period under the HAMP contract on July 22, 2009.

Jamal from Nationstar confirmed orally that the HAMP contract was executed by all parties to the contract, Nationstar, FANNIE MAE, and Plaintiff on July 22, 2009 at 4004 W. 5<sup>th</sup> Street #201, Santa Ana, CA 92703 USA for subject property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA.

Plaintiff is alleging that FANNIE MAE is a party to this contract in that the existence of the HAMP contract in favor of Subject Property can only be approved by FANNIE MAE. In Exhibit A of RFJN, Jamal from Nationstar claimed that the HAMP package in favor of Subject Property was sent to Plaintiff on July 14, 2009. Thus, the oral contract meant as the HAMP contract was created and executed by all parties to the contract, Nationstar, FANNIE MAE, and Plaintiff on July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201 Santa Ana, CA 92703 USA for subject property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA

38. Jamal from Nationstar confirmed in Exhibit A of RFJN that it is the normal practice in which Nationstar does it **ALL THE TIME** to prorate portion of the monthly mortgage payment meant for the original contract, apply such prorated portion towards the first of the three months trial period under the HAMP program, and borrower to complete the remaining two months trial period.

39. The problem with the above commonly known acceptable normal practice within Nationstar is that it is not commonly known acceptable normal practice outside of Nationstar. Nationstar performs such practices **ALL THE TIME** and continues to this date. This type of practices are deceptive and unfair to the public and borrowers such as Plaintiff. Plaintiff was not aware of such practice. Plaintiff was not inform of such practice by Ditech, MERS, Nationstar, Quality, FANNIE MAE, and/or any agents who have legal interests in Subject Property via any form of communication either verbally and/or written.

**The Loan Modification Contract under the HAMP program ("HAMP contract.")**

40. Plaintiff is alleging that there existed a loan modification contract under the HAMP program ("HAMP contract") in favor of Subject Property which was created and executed by all parties to the contract, Nationstar, FANNIE MAE, and Plaintiff, on July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA for Subject Property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA.

41. Plaintiff is alleging that Jamal from Nationstar confirmed the existence of this contract on March 15, 2010 in Exhibit A of RFJN.

42. Plaintiff is alleging that Nationstar and FANNIE MAE created and executed the HAMP contract for all parties to the contract on their own accord.

**Nationstar lack standing, jurisdictions, and/or authorities**

43. On 05/06/2010 , Nationstar represented and listed themselves as the loan servicer and the Beneficiary of Subject Property causing the Notice of Default ("NOD") to be issued and recorded, Exhibit C in RFJN. However, An assignment of Deed of Trust did not name Nationstar to be "Beneficiary" until May 13, 2010. Exhibit D of RFJN, an Assignment of Deed of Trust purportedly executed on May 13, 2010, Nationstar was not a "Beneficiary" of Subject Property until May 13, 2010. Nationstar claimed to be the Beneficiary on the NOD is false.

44. Exhibit D of RFJN, the assignment to Nationstar is invalid pursuant to the holding of *Pribus v. Bush*, (1981) 119 Cal. App. 3D 1003,173 Cal.Rptr.747. Although there is enough room to execute the Assignment of Deed of Trust on the front page, Nationstar had chosen to complete the execution on a separate page. This separate paper of the execution did not indicate the purpose of the execution that would required the notarization by David Hansen and signed by Michael Woods from Nationstar.

Furthermore, the execution did not specify the role of Michael Woods from Nationstar and his authority to sign on behalf of MERS and/or Ditech. The power of attorney was not recorded along with this assignment. It did not state on the execution that Michael Woods signed on behalf of MERS and/or Ditech under the power of attorney and/or power of sales.

The Assignment of Deed of Trust , Exhibit D of RFJN is invalid and void.

45. Exhibit D of RFJN , The assignment of DOT to Nationstar where Michael Woods from Nationstar assigned Nationstar Mortgage, LLC to the Assignment of Deed of Trust. Nationstar assigned themselves as Beneficiary to the Deed of Trust.

Plaintiff is alleging that Nationstar assigned themselves to the assignment, acknowledged their own assignment, and recorded their own assignment to the Deed of Trust. The assignment did not name the true Principal and/or Beneficiary assigning and acknowledging Nationstar to the DOT. MERS was named as the "Beneficiary" to the original DOT, Exhibit B of RFJN. However, MERS only held a legal title as a nominee for Ditech and Ditech's successors and assigns. Plaintiff never received any notices from MERS and/or Ditech regarding Ditech's successors and assigns. There is no power of attorney recorded along with this assignment in which Nationstar can sign on behalf of MERS and/or Ditech. Exhibit D of RFJN, it did not indicate that MERS transferred the assignment to Nationstar nor give Nationstar the power of attorney to assign themselves to the Deed of Trust.

Thus, the assignment is invalid and void ab initio.

46. In California, California Civil Code §2932.5 governs the Power of sale under an assigned mortgage, and provides that the power of sale can only vest in a person entitled to money payments: "Where a power to sell real property is given to a mortgagee, or other encumbrancer, in an instrument intended to secure the payment of money, ***the power is part of the security*** and vests in any person who ***by assignment becomes entitled to payment*** of the money secured by the instrument. The power of sale may be exercised by the assignee ***if*** the assignment is duly ***acknowledged and recorded.***" (bold and italic added)

According to California Real Estate 3d §10:182, "when the beneficiary assigns the note after the notice of default has been recorded, the information identifying the beneficiary is no longer accurate. ***A party who takes an assignment of a security interest after a notice of default is recorded is required to record and mail an amended notice of default.*** The recorded amended notice does not start a new period, but it must be recorded within a reasonable time ***prior to sale.***" (bold and italic added)

Plaintiff is alleging that the power of sale may not be exercised by Nationstar since there was NO "***amended***" Notice of Default filed and recorded at the local Orange County Clerk Office located in Santa Ana, CA. Plaintiff never received any amended notice of default from Nationstar and/or its agent. Since Nationstar did not comply with California Civil Code §2932.5 and California Real Estate 3d §10:182, the Notice of Default, provisions of California Civil Code §2924 and Notice of Trustee's sale were likewise never complied with.

Nationstar never complied with the Notice of Default provisions of California Civil Code §2924. (Please see Exhibit C of RFJN)

Thus, Quality Loan Services Corp. never complied with the Notice of Trustee's Sale provisions of California Civil Code §2924. (Please see Exhibit G of RFJN)

47. Under California civil Code Section 2924f  
(c) (1) ***This subdivision applies only to deeds of trust or mortgages which contain a power of sale and which are secured by real property containing a single-family, owner-occupied residence, where the obligation secured by the deed of trust or mortgage is contained in a contract for goods or services subject to the provisions of the Unruh Act (Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3)*** (bold and italics added)

Plaintiff is alleging that since the assignment to Nationstar is invalid and void,



Nationstar lack the standing, jurisdiction, authority, and the power of sale to proceed with the non-judicial foreclosure of Subject Property.

48. California Civil Code Section 2934 reads as followed :

(a) (1) The trustee under a trust deed upon real property or an estate for years therein given to secure an obligation to pay money and conferring no other duties upon the trustee than those which are incidental to the exercise of the power of sale therein conferred, may be substituted by the recording in the county in which the property is located of a substitution executed and acknowledged by: (A) all of the beneficiaries under the trust deed, or their successors in interest, and the substitution shall be effective notwithstanding any contrary provision in any trust deed executed on or after January 1, 1968; or (B) the holders of more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction, exclusive of any notes or interests of a licensed real estate broker that is the issuer or servicer of the notes or interests or of any affiliate of that licensed real estate broker. (2) A substitution executed pursuant to subparagraph (B) of paragraph (1) is not effective unless all the parties signing the substitution sign, under penalty of perjury, a separate written document stating the following: (A) The substitution has been signed pursuant to subparagraph (B) of paragraph (1). (B) None of the undersigned is a licensed real estate broker or an affiliate of the broker that is the issuer or servicer of the obligation secured by the deed of trust. (C) The undersigned together hold more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction.

The NOD, Exhibit C of RFJN, was created and recorded on 05/06/2010 by Quality. The Assignment of Deed of Trust, Exhibit D of RFJN, assigned Nationstar to the Deed of Trust as Beneficiary of Subject Property on May 13, 2010. The Substitution of Trustee substituted Quality to be the Trustee signed on July 22, 2010 by Tim Bargenquast from Quality under the power of attorney executed by Nationstar. Plaintiff is alleging that Nationstar only held a servicer position of the purportedly loan of Subject Property when Nationstar caused the NOD to be created and recorded by Quality. Nationstar had no standing, jurisdictions, and/or authorities to execute the power of attorney to Quality causing the NOD to be executed and recorded against Subject Property.

The NOD is invalid and void. Thus, the NOTS , Exhibit G of RFJN, and the publication of the NOTS in the Orange County Reporter, Exhibit H of RFJN are also invalid and void ab initio.

///

**Quality Loan Service Corporation ("Quality") lack standing, jurisdictions, and/or authorities**

49. Quality claimed to be the duly appointed trustee in the DOT for Subject Property when they executed and recorded the NOD on 05/06/2010. Plaintiff is alleging that Quality is an unknown stranger to the DOT.

50. Executive Trustee Services, Inc. was named as the "Trustee" in the original DOT, Exhibit B of RFJN. However, Quality claimed itself to be the duly appointed Trustee on 05/06/2010. But, the substitution of Trustee in which Quality named themselves as trustee was executed on 07/22/2010, Exhibit F of RFJN. The NOD, Exhibit C of RFJN, was executed and recorded on 05/06/2010 by Quality. Quality declared that they are the duly appointed substituted trustee on the NOD is false. The NOD, Exhibit C of RFJN, is invalid and void ab initio.

51. Furthermore, Plaintiff is alleging that all of the beneficiaries under the trust deed, or their successors or the holders of more than 50 percent of the record beneficial interest of a series of notes secured by the same real property in interest did not give Quality the power of attorney and/or the power of sales against Subject Property pursuant to California Civil Code Section 2934. Plaintiff is alleging that Quality was improperly assigned as the substituted trustee against Subject Property. Thus, any and all documents created and recorded by Quality against Subject Property are invalid and void ab initio. As a result, the sale of Subject Property was wrongful and fraudulent.

52. Plaintiff is also alleging that neither Ditech nor MERS gave Quality the power of attorney and /or the power of sales to execute the NOD. Plaintiff is alleging that Nationstar only held a loan servicer position for Subject Property when they executed the power of attorney to Quality. Nationstar did not have standing, jurisdictions, and/or authorities to substitute Quality as the Trustee for the DOT.

53. Quality had no standing, authorities, and/or jurisdictions to issue the NOD. The NOD, Exhibit C of RFJN is invalid and void ab initio.

54. Most importantly and above all, in the original DOT, Exhibit B of RFJN, on page 13 of 15, it stated as followed (Italics added):

*24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is successor trustee shall succeed to all the*

///

1  
2  
3  
4  
5 *title, powers and duties conferred upon the Trustee herein and by Applicable Law. This*  
6 *procedure for substitution of trustee shall govern to the exclusion of all other*  
7 *provisions for substitution.*  
8

9 The DOT clearly declared how and in which manner is considered as an acceptable  
10 form of substituting a new trustee in the DOT. Ditech was named as lender in the  
11 DOT, Exhibit B of RFJN. In Exhibit F of RFJN is the substitution of trustee sent to  
12 Plaintiff from Quality. The substitution of trustee, Exhibit F of RFJN was not  
13 recorded at the Orange County Recorder Office in Santa Ana, CA. The Orange  
14 County Recorder Office in Santa Ana, CA does not have a recorded substitution of  
15 trustee from Ditech to Quality. In fact, the Orange County Recorder Office in Santa  
16 Ana, CA does not have any recorded substitution of trustee against Subject Property  
17 since the execution and recorded DOT, Exhibit B of RFJN.  
18

19 Plaintiff alleges that Ditech did not execute and acknowledge the substitution of  
20 trustee, Exhibit F of RFJN. Plaintiff alleges that Nationstar had no standing,  
21 jurisdictions, and/or authorities to execute the substitution of trustee as Nationstar was  
22 not named as the Lender of Subject Property loan. Ditech was named as the Lender,  
23 Exhibit B of RFJN. Thus, only Ditech can substitute the new trustee in the DOT  
24 against Subject Property. Plaintiff alleges that the substitution of trustee, Exhibit F of  
25 RFJN is invalid and void. Thus, all documents executed and recorded against Subject  
26 Property by Quality are invalid and void. Foreclosure of Subject Property was  
27 wrongful and fraudulent.  
28

29 55. Plaintiff is alleging that an unknown stranger named Quality to the DOT foreclosed  
30 Subject Property without the authorities to do so. Thus, the following documents and  
31 assignments are invalid and void ab initio : The NOD, Exhibit C of RFJN; The  
32 Notice of Trustee's Sale (NOTS), Exhibit G of RFJN; and The publication of the Notice  
33 of Trustee's Sale in the Orange County Reporter, Exhibit H of RFJN. The foreclosure  
34 of subject property was wrongful and fraudulent as it could not have proceed without  
35 these documents and assignments.  
36

37 **Invalid Note, Assignments of DOTs, NOD, NOTS, publications of NOTS in the Orange**  
38 **County Reporter**  
39

40 56. Plaintiff is informed and believes and therefore alleges that her loan after it was  
41 originated and funded was sold on multiple occasions, bundled into a group of Trust  
42 Deeds and subsequently sold to investors as a Derivative, "Mortgage Backed Security."  
43 Plaintiff alleges that the Note has been modified after it was securitized. Plaintiff  
44 alleges that none of the named Defendants ever sent Plaintiff the modification of the  
45  
46  
47

57. Note evidencing the debts. Plaintiff is alleging that the debts evidenced by the original Note is invalid and unenforceable. Plaintiff is alleging that the Note has been paid in full.

58. The NOD, Exhibit C of RFJN, signed by two different actors, Cindy Engel and Tim Eads from Quality, is invalid and void because Quality lack the standing, jurisdictions, and/or authorities to act as Trustee in the DOT against Subject Property.

59. The NOD, Exhibit C of RFJN, the Notice of Trustee's Sale (NOTS), Exhibit G of RFJN, and the publications of the Notice of Trustee's Sale in the Orange County Reporter, Exhibit H of RFJN are invalid and void ab initio because Quality lack the standing, jurisdictions, and/or authorities to act as Trustee in the DOT against Subject Property.

60. Furthermore, pursuant to California Code of Civil Procedure §2015.5, declaration and verification made in writing must be signed under penalty of perjury. Plaintiff is alleging that Quality made declarations and verifications in the NOD, Exhibit C of RFJN, of the following documents and information justifying the foreclosures of Subject Property which included but not limited to the DOT, the Note, the Assignments, the Beneficiary, the Note's holders, and failed to sign it under penalty of perjury. Thus, the NOD is invalid and void ab initio.

61. The NOD, Exhibit C of RFJN, was executed by Tim Eads from Quality on behalf of Nationstar, declared under penalty of perjury pursuant to the statute that they have completed the requirements of Section 2923.5 of the California Civil Code.

California Civil Code Section 2923.5 stated as followed (Italics added):

*(g) A notice of default may be filed pursuant to Section 2924 when a mortgagee, beneficiary, or authorized agent has not contacted a borrower as required by paragraph (2) of subdivision (a) provided that the failure to contact the borrower occurred despite the due diligence of the mortgagee, beneficiary, or authorized agent. For purposes of this section, "due diligence" shall require and mean all of the following:*

*(2) (A) After the letter has been sent, the mortgagee, beneficiary, or authorized agent shall attempt to contact the borrower by telephone at least three times at different hours and on different days. Telephone calls shall be made to the primary telephone number on file.*

*(B) A mortgagee, beneficiary, or authorized agent may attempt to contact a borrower using an automated system to dial borrowers, provided that, if the telephone call is answered, the call is connected to a live representative of the*

///

1  
2  
3  
4 mortgagee, beneficiary, or authorized agent.

5 (C) A mortgagee, beneficiary, or authorized agent satisfies the telephone  
6 contact requirements of this paragraph if it determines, after attempting contact  
7 pursuant to this paragraph, that the borrower's primary telephone number and  
8 secondary telephone number or numbers on file, if any, have been  
9 disconnected.

10 (3) If the borrower does not respond within two weeks after the telephone call  
11 requirements of paragraph (2) have been satisfied, the mortgagee, beneficiary,  
12 or authorized agent shall then send a certified letter, with return receipt  
13 requested.  
14

15 Nationstar claimed that this letter required by Civil Code § 2923.5 (g)(3) was mailed  
16 on November 20, 2009, Exhibit C. This declaration signed under penalty of perjury  
17 pursuant to the statute by Tim Eads on 02/03/2010 from Nationstar.  
18

19 This declaration is false and fraudulent in that Nationstar made declaration meant to  
20 convey that there was no loan modification program set in place for Subject Property  
21 due to the reasoning that Nationstar was not able to contact Plaintiff to assess options  
22 to avoid foreclosures. Nationstar further claimed that they tried with due diligence  
23 and even sent out a certified letter attempting to contact Plaintiff via written  
24 communication. However, as confirmed in Exhibit A of RFJN, Jamal from Nationstar  
25 admitted that there was indeed a HAMP contract which was created and executed on  
26 July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA in favor of  
27 Subject Property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA by all  
28 parties to the contract. Furthermore, between July of 2009 and March of 2010, there  
29 were constant communications among Plaintiff, Nationstar, and her then loan  
30 modification law firm, Empire Law Center.  
31

32 The declaration is false and fraudulent. Thus, NOD, Exhibit C of RFJN is invalid and  
33 void ab initio.  
34

### 35 **Securitizations of the subject Note and loan**

36  
37 62. In Exhibit B of RFJN, the original Deed of Trust, on page 3 of 15, it stated (bold and  
38 italics added):

#### 39 ***TRANSFER OF RIGHTS IN THE PROPERTY***

40 *This Security Instrument secures to Lender: (i) the repayment of the Loan, and all*  
41 *renewals, extensions, and modifications of the Note; and (ii) the performance of*  
42 *Borrower's covenants and agreements under this Security Instrument and the Note.*  
43

44 63. Plaintiff is informed and believes and therefore alleges that her loan after it was  
45  
46  
47

1  
2  
3  
4  
5 originated and funded was sold on multiple occasions, bundled into a group of Trust  
6 Deeds and subsequently sold to investors as a Derivative, "Mortgage Backed  
7 Security", and that therefore none of the foreclosing defendants, and each of them,  
8 possess and/or owned this loan, or Note and cannot be and are not the Beneficiary, or  
9 lawfully appointed trustee, and have no right to declare a default, to cause notices of  
10 default to issue or to be recorded, or to foreclose on Plaintiffs interest in the subject  
11 property, Defendants, and each of them, were not the note Holder or the Note holder in  
12 due course or any Beneficiary at any time in regards to this loan.

13  
14 64. There is no copy of the modification of the Note recorded at the Orange County  
15 Recorder Office in Santa Ana, CA. Plaintiff never received any modification of the  
16 Note.

17  
18 The only Note recorded at the Orange County Recorder Office in Santa Ana, CA is the  
19 copy of Exhibit B in RFJN.

20  
21 65. Furthermore, Plaintiff is informed and believes and therefore alleges that The Note  
22 against subject property has been securitized. According to the Federal Register,  
23 Securities and Exchange Commission, Friday, January 7, 2005, under Final Rule, the  
24 Note (a financial / negotiable Instrument) is "converted" into a securitized instrument,  
25 the note is paid in full. Plaintiff is alleging that the Note against Subject Property was  
26 paid in full.

27  
28 66. Plaintiff is alleging that that none of the named Defendants, MERS, Ditech, Nationstar,  
29 FANNIE MAE, and/or Quality ever presented to Plaintiff the modification of the Note  
30 evidencing the debts.

31  
32 67. Plaintiff is alleging that Quality claimed in the NOD, Exhibit C of RFJN that "...this  
33 letter is intended to exercise the note holder's rights against the real property..." is false.  
34 Plaintiff is alleging that none of the named Defendants, MERS, Ditech, Nationstar,  
35 FANNIE MAE, and/or Quality owns the Note. Plaintiff is alleging that Quality never  
36 receive the Note from the Note holder claiming the note's holder rights. Plaintiff is  
37 alleging that Quality did not know the true holder of the Note when Quality made this  
38 declaration and verification.

39  
40 68. The DOT, Exhibit B, on page 4 of 15, it stated (bold added):  
41 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:  
42 1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late  
43 Charges. Borrower shall pay when due the principal of, and interest on, **the debt**  
44 **evidenced by the Note and any prepayment charges and late charges due under**  
45

1  
2  
3  
4  
5 **the Note.**

6 2. Application of Payment or Proceeds. Except as otherwise described in this Section 2,  
7 all payments accepted and applied by Lender shall be applied in the following order of  
8 priority: (a) interest due under the note; (b) principal due under the note; (c.) **amounts**  
9 **due under Section 3.**

10 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic  
11 **Payments are due under the Note, until the Note is paid in full....**

12  
13 Plaintiff is alleging that the Note against Subject Property has been paid in full after it  
14 was securitized according to the Federal Register, Securities and Exchange  
15 Commission, Friday, January 7, 2005, under Final Rule, the Note (a financial /  
16 negotiable Instrument) is "converted" into a securitized instrument, the note is paid in  
17 full.

18  
19 The Note against Subject Property is paid in full.

20  
21 **The Superior Court case number 05CC08432 consolidated with 07CC00188**

22  
23 69. Plaintiff currently has a pending case number 05CC08432 consolidated with  
24 07CC00188 at the Superior Court Of The State Of California In The County Of  
25 Orange, Central Justice Center against Summergreen HOA and past Board of  
26 Directors.

27  
28 70. In Exhibit N is "Title 10. CALIFORNIA DEPARTMENT OF FINANCIAL  
29 INSTITUTIONS FINDING OF EMERGENCY." On page 3 under letter e. Other  
30 Requirements, it stated "That a servicer use reasonable efforts to remove any  
31 prohibitions and obtain waivers or approvals from all necessary parties, including, but  
32 not limited to , junior lien holders and investors; ..."

33  
34 71. Plaintiff is alleging that Nationstar did indeed contact Summergreen HOA through  
35 Huntington West to assess the condition, value, financial situation, and any  
36 prohibitions against Subject Property and association.

37  
38 72. Plaintiff is alleging that Summergreen HOA through Huntington West failed to inform  
39 Nationstar of the current pending case against Summergreen HOA and their past Board  
40 of Directors. Thus, Plaintiff alleges that Summergreen HOA and Huntington West  
41 breached their duty of care and skill to Plaintiff.

42  
43 73. Plaintiff is alleging that Summergreen HOA and Huntington West failed to place  
44 prohibition and restriction against Subject Property and the Summergreen HOA.

45 ///

1  
2  
3  
4 74. According to the Declaration Of Covenants, Conditions And Restrictions And  
5 Reservation Of Easements ("CC& R") for Summergreen HOA recorded as instrument  
6 number 83-312433 at the Orange County Recorder Office in Santa Ana, CA on July 20,  
7 1983, under Article II (bold added):  
8

9 **Section 2.02. Duties and Powers.** The duties and powers of the Association are those  
10 set forth in the Declaration, the Articles and Bylaws together with its general and  
11 implied powers of a nonprofit mutual benefit corporation, generally to do any and all  
12 things that a coporation organized under the laws of the State of California may  
13 lawfully do which are necessary or proper, in operating for the peace, health, comfort,  
14 safety and general welfare of its Members, ...  
15

16 **Section 2.03. Membership.** Every owner, upon becoming the Owner of a  
17 Condominium, shall automatically become a Member of the Association,...  
18

19 Plaintiff alleges that Plaintiff was a Member of the Summergreen HOA. Plaintiff  
20 alleges that Summergreen HOA and Huntington West had a duty to exercise reasonable  
21 care and skill to protect the operation for the peace and general welfare of the  
22 Association and Plaintiff.  
23

24 75. In Plaintiff's case, although Plaintiff is suing the Summergreen HOA, Plaintiff was still  
25 entitled to the protection from Summergreen HOA and Huntignton West regarding the  
26 interests and general welfare against Subject Property and the Association . Plaintiff is  
27 alleging that Plaintiff was a paid member of the Association. Thus, Plaintiff had  
28 standing, jurisdictions, and/or authorities to collect against Subject Property and/or  
29 Summergreen HOA in the event of the breach and /or losses.  
30

31 76. Plaintiff is alleging that Summergreen HOA and Huntington West failed to inform  
32 Nationstar of the pending case against the Association in order to interfere and  
33 interrupt the pending case number 05CC08432 consolidated with 07CC00188.  
34

35 77. Plaintiff is alleging that Summergreen HOA and Huntington West failed to place  
36 prohibition and restriction against Subject Property, and inform Nationstar of such  
37 prohibition and restriction in order to prevent Plaintiff from any possibility of pursuing  
38 and collecting against Subject Property and/or Association.  
39

40 78. Plaintiff is alleging that Summergreen HOA and Huntington West failed to take  
41 reasonable care and skills to protect the interests and operations of the Association and  
42 Members of the Association. Plaintiff was a paid Member of the Summergreen HOA.  
43

44 ///  
45 ///  
46 ///  
47



**FIRST CAUSE OF ACTION**

**(Breach Of Written Contract – The Original Deed Of Trust)  
(Against Nationstar Mortgage, LLC("Nationstar"), Federal National Mortgage  
Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc  
("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage  
Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**

79. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

80. According to the Deed of Trust ("DOT"), Exhibit B of RFJN, it clearly stated how and the priority of the payments from Plaintiff are to be applied against the DOT and the Note.

Plaintiff is alleging that Nationstar breached this contract when Jamal from Nationstar confirmed to Plaintiff in a recorded conversation, Exhibit A of RFJN, that Nationstar prorated portion of Plaintiff's mortgage payment meant for the DOT, Exhibit B of RFJN, to a new monthly payment towards the HAMP contract on their own accord. Plaintiff is alleging that the DOT did not authorize such application of the payment to the HAMP contract without proper notices and approvals to and by all to the contract.

81. Plaintiff is alleging that FANNIE MAE breached this contract, Exhibit B in RFJN in that the HAMP contract can only existed, created, and executed with the approval from FANNIE MAE.

82. In the DOT, Exhibit B of RFJN, it clearly stated that all notices in connection with this DOT must be in writing. This also mean that all modification of how the payments are to be applied against the DOT and the Note are to be made in writing.

Plaintiff is alleging that Nationstar and FANNIE MAE breached the contract when they did not send Plaintiff any form of notices in writing regarding their intention of applying Plaintiff's mortgage payment meant for the original contract, Exhibit B of RFJN, to a different form of mortgage payment under the HAMP contract.

Plaintiff is alleging that Nationstar and FANNIE MAE breached the contract when they did not send Plaintiff any form of notices in writing informing Plaintiff that they intend and will replace the HAMP contract against the original contract, Exhibit B of RFJN.

Plaintiff is alleging that Nationstar and FANNIE MAE breached the contract when they did not send Plaintiff any form of notices in writing the terms and conditions of the new contract which will replace the terms and conditions of the original contract, Exhibit B of RFJN.

1  
2  
3  
4  
5 Plaintiff is alleging that Nationstar and FANNIE MAE breached the contract when they  
6 did not send Plaintiff in writing the new contract stating the terms and conditions that  
7 will replace the terms and conditions of the original contract, Exhibit B of RFJN.  
8

9 Plaintiff is alleging that Nationstar and FANNIE MAE breached the original contract  
10 when they created and executed the HAMP contract in favor of Subject Property on  
11 their own accord for and on behalf of all parties to the contract without sending  
12 Plaintiff any notices. Plaintiff was one of the parties in the contract.  
13

14 83. Plaintiff alleges that MERS was named Beneficiary solely as the nominee for Lender  
15 and Lender's successors and assigns in the DOT, Exhibit B in RFJN. Ditech was  
16 named as Lender in the DOT. Plaintiff has no records in writing from MERS and/or  
17 Ditech of Lender's successors and assigns in connection with the DOT. Thus, the only  
18 valid "Beneficiary" to the DOT is MERS. MERS can only exercise the power of sale  
19 upon the request and approval of Ditech. However, Nationstar assigned themselves  
20 as beneficiary to the DOT and foreclosed Subject Property. Thus, MERS breached the  
21 contract when they did not send Plaintiff in writing of Lender's successors and assigns  
22 who have standing, jurisdiction, and/or authorities to foreclose Subject Property in the  
23 event of the breach. MERS breached the contract when they did not send Plaintiff  
24 notices in writing that they allowed Nationstar who is an unknown stranger to the DOT  
25 to assign and proclaim themselves as Beneficiary to the DOT and foreclosed Subject  
26 Property.  
27

28 84. Ditech breached the contract when they did not send Plaintiff notices in writing that  
29 they allowed Nationstar who is an unknown stranger to the DOT to assign and  
30 proclaim themselves as Beneficiary to the DOT and foreclosed Subject Property.  
31 Plaintiff alleges that only Ditech can request and approve the power of sale to be  
32 exercised by Beneficiary against Subject Property.  
33

34 85. In Exhibit B of RFJN, it clearly stated that this DOT secures to lender all renewals,  
35 extensions, and modification of the Note. It clearly stated that the loan means the debt  
36 evidenced by the Note. It clearly stated that borrower shall pay when due the principal  
37 of, and interest on, the debt evidenced by the Note.  
38

39 Plaintiff is alleging that the Note in Exhibit B of RFJN has been modified and is no  
40 longer the Note as evidenced in the original contract. Plaintiff is alleging that none of  
41 the named Defendants, Ditech, MERS, Nationstar, FANNIE MAE, and/or Quality ever  
42 presented to Plaintiff the modification of the Note evidencing the debts.  
43

44 Plaintiff is alleging that each of the named Defendants Ditech, MERS, Nationstar,  
45  
46  
47

1  
2  
3  
4 FANNIE MAE, and Quality breached the contract when they foreclosed Subject  
5 Property and/or allowed the Subject Property to be foreclosed based on the original  
6 DOT and the Note, Exhibit B of RFJN. Plaintiff is alleging that the original contract  
7 cannot be enforced as it was modified once it was securitized. Plaintiff never  
8 received the modification of the Note evidencing the debts.  
9

10 86. In Exhibit B of RFJN, It clearly stated that borrower shall pay to Lender payments due  
11 under the Note until the Note is paid in full.  
12

13 Plaintiff further alleges that the debt evidenced by the original Note has been paid in  
14 full after it was securitized according to the Federal Register, Securities and Exchange  
15 Commission, Friday, January 7, 2005, under Final Rule, the Note (a financial /  
16 negotiable Instrument) is "converted" into a securitized instrument, the note is paid in  
17 full.  
18

19 Plaintiff is alleging that the Note has been paid in full. Each of the named Defendants  
20 breached the contract when they foreclosed Subject Property based on the original  
21 DOT as it is no longer secured the debts evidenced by the Note.  
22

23 87. In Exhibit B of RFJN, it clearly stated that Lender and only Lender can execute and  
24 acknowledge the substitution of trustee and record such execution and  
25 acknowledgement in the Orange County Recorder Office in Santa Ana, CA .  
26

27 Plaintiff alleges that only GMAC Mortgage Corporation DBA Ditech.com named as  
28 "Lender" in the DOT, Exhibit B of RFJN, can execute and acknowledge the  
29 substitution of trustee and record it in the Orange County Recorder Office  
30 in Santa Ana, CA .  
31

32 88. In Exhibit F of RFJN, the substitution of Trustee was executed and acknowledged by  
33 Tim Bargaquist from Quality signing on behalf of Nationstar under the power of  
34 attorney. Nationstar was not named as "Lender" in the original DOT, Exhibit B of  
35 RFJN. Nationstar was never named as the "Lender" in any documents and/or  
36 assignments in connection to the Subject Property loan and Note.  
37

38 Nationstar breached the contract when they took upon themselves on their own accord  
39 to substitute Quality as the new Trustee to the DOT against Subject Property.  
40 Nationstar had no standing, jurisdictions, and/or authorities to do so  
41

42 89. Plaintiff alleges that Ditech breached the contract when they allowed the Subject  
43 Property to be foreclosed by Quality who is an unknown stranger to the DOT.  
44

45 90. Plaintiff alleges that Ditech and MERS breached the contract when they allowed the  
46  
47

1  
2  
3  
4 Subject Property foreclosed based on the invalid documents executed and recorded by  
5 Quality who is an unknown stranger to the DOT: The NOD, Exhibit C of RFJN; The  
6 Notice of Trustee's Sale (NOTS), Exhibit G of RFJN; and The publication of the Notice  
7 of Trustee's Sale in the Orange County Reporter , Exhibit H of RFJN.  
8

9 91. Quality breached the contract in that they are an unknown stranger to the DOT.  
10 Quality had no standing, jurisdictions, and/or authorities to act as Trustee in the DOT  
11 for Subject Property. Quality lack the standing, jurisdictions, and/or authorities to  
12 create, execute, and record documents causing wrongful foreclosure against Subject  
13 Property.  
14

15 92. MERS was named as the "Beneficiary" in the DOT, Exhibit B of RFJN. Plaintiff  
16 alleges that MERS breached the contract in that MERS accepted and recorded an  
17 invalid and incomplete assignment of Deed of Trust, Exhibit D of RFJN. By the  
18 acceptance and the recording of this invalid and incomplete assignment, MERS  
19 allowed Nationstar to execute the power of attorney in the capacity as "Beneficiary" to  
20 Quality causing the wrongful fraudulent foreclosure of Subject Property.  
21

22 93. Quality was not properly substituted as Trustee against Subject Property. Quality did  
23 not have the standing, jurisdictions, and/or authorities to foreclose Subject Property as  
24 Trustee and/or as agent for Beneficiary, Nationstar. Thus, Quality breached the  
25 contract in that they are unknown actor to the DOT, Exhibit B of RFJN, and cannot  
26 enforce the terms and conditions of the contract.  
27

28 94. FANNIE MAE accepted the assignment of Deed of Trust from Nationstar to FANNIE  
29 MAE, Exhibit I of RFJN and bought Subject Property, Exhibit O of RFJN. The  
30 assignment to Nationstar is invalid and thus making the assignment from Nationstar to  
31 FANNIE MAE also invalid. Thus, FANNIE MAE lack the standing, jurisdiction,  
32 and/or authorities to sell Subject Property and bought Subject Property. FANNIE  
33 MAE breached the contract in that FANNIE MAE sold and bought Subject Property  
34 under false and invalid recorded assignments and documents which violated the terms  
35 and conditions of the original DOT, Exhibit B of RFJN, and California laws.  
36

37 95. Nationstar and FANNIE MAE breached the contract in that Nationstar and FANNIE  
38 MAE replaced the DOT with the HAMP contract on their own accord.  
39

40 96. Nationstar and FANNIE MAE breached the contract when they exercised the terms and  
41 conditions of the contract that is no longer valid once they replaced it with the HAMP  
42 contract on their own accord.  
43

44 97. As a proximate result of each of the named Defendant breaches, Plaintiff has suffered,  
45  
46  
47

1  
2  
3  
4 and will continue to suffer, consequential damages in an amount according to proof at  
5 trial, but not less than USD1,000,000.00.  
6

7 **SECOND CAUSE OF ACTION**  
8 **(Breach Of Anticipatory Contract)**  
9 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
10 **Association ("FANNIE MAE"), DOES 1 THROUGH 10)**  
11

12 98. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
13 fully set forth herein.  
14

15 99. Plaintiff is alleging that Nationstar and FANNIE MAE declared both verbally and via  
16 written that they will not perform when their performance is due under the HAMP  
17 contract in favor of Subject Property by applying for the exemption under Section  
18 2923.53 of the California Foreclosure Prevention Act (Civil Code Section 2923.52 Et  
19 Seq.) on June 12, 2009, Exhibit K of RFJN, prior to the creation and execution of the  
20 HAMP contract on July 22, 2009 in favor of Subject Property.  
21

22 100. Plaintiff sent Nationstar a letter inquiring the status of her loan modification on  
23 July 26, 2009, Exhibit E of RFJN. Plaintiff was under the understanding that her loan  
24 modification request was incomplete and needed more additional information by the  
25 loan modification department in Nationstar and by FANNIE MAE. However, on the  
26 other hand, Nationstar was preparing for documents and things in preparation for the  
27 expedition of foreclosing Subject Property.  
28

29 101. In Exhibit K of RFJN, the application was received by the Department of  
30 Corporations on **June 12, 2009**. It stated that the comprehensive loan modification  
31 program was implemented on **May 28, 2009**. In Exhibit L of RFJN is the Temporary  
32 Order Exempting Mortgage Loan Servicer from Civil Code Section 2923.52 was issued  
33 on **June 15, 2009**. In Exhibit M of RFJN is the Final Order Exempting Mortgage  
34 Loan Service From Civil Code Section 2923.52 was issued on **July 1, 2009**. In Exhibit  
35 A of RFJN, Jamal from Nationstar stated that the loan modification package under the  
36 HAMP program in favor of Subject Property was sent to Plaintiff on **July 14, 2009**. In  
37 Exhibit A of RFJN, Jamal from Nationstar confirmed that the HAMP contract was  
38 created and executed on **July 22, 2009** at 4004 W. 5th Street, #201 for Subject Property  
39 located at 4004 W.5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA.  
40

41 102. Plaintiff is alleging that Nationstar breached the anticipatory contract when they  
42 seek for the exemption under section 2923.53 of the California Foreclosure Prevention  
43 Action (Civil Code Section 2923.52 et seq.) on June 12, 2009 in anticipating of  
44 breaching the HAMP contract to be created and executed on July 22, 2009 in favor of  
45 Subject Property.  
46  
47

1  
2  
3  
4 103. Plaintiff alleges that Nationstar was the loan servicer for Subject Property  
5 whose loan was guaranteed by FANNIE MAE. Plaintiff alleges that FANNIE MAE  
6 breached the anticipatory contract in that the creation, execution, and repudiation of the  
7 HAMP contract cannot be accomplished without the approval of FANNIE MAE.  
8

9 104. As a proximate result of each of the named Defendant breaches, Plaintiff has  
10 suffered, and will continue to suffer, consequential damages in an amount according to  
11 proof at trial, but not less than USD1,000,000.00.  
12

13 **THIRD CAUSE OF ACTION**  
14 **(Breach Of Oral Contract)**  
15 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
16 **Association ("FANNIE MAE"), DOES 1 THROUGH 10)**  
17

18 105. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
19 though fully set forth herein.  
20

21 106. Under California law contracts, "An implied contract is one, the existence and  
22 terms of which are manifested by conduct." Cal.Civ.Code § 1621.  
23

24 Plaintiff is alleging that there existed a HAMP contract in favor of Subject Property  
25 which was manifested by the conducts and practices from the loan modification  
26 department in Nationstar and from Nationstar. Plaintiff is alleging that the HAMP  
27 contract in favor of Subject Property was created and executed on July 22, 2009 at  
28 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA for subject property located at  
29 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA.  
30

31 107. Section 1698 of the California Civil Code provides, in part, as follows: (b) A  
32 contract in writing may be modified by an oral agreement to the extent that the oral  
33 agreement is executed by the parties.  
34

35 Plaintiff is alleging that Nationstar executed the contract on behalf of all parties to the  
36 contract. Plaintiff was one of the party to the contract. Jamal from Nationstar  
37 confirmed orally that the HAMP contract in favor of Subject Property was executed by  
38 all parties to the contract, Nationstar, FANNIE MAE, and Plaintiff, on July 22, 2009 at  
39 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA for Subject Property located at  
40 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA, Exhibit A of RFJN.  
41

42 108. Plaintiff is alleging that Nationstar and FANNIE MAE on their own accord  
43 breached the oral contract. Plaintiff alleges that Nationstar and FANNIE MAE  
44 breached the contract when they failed to allow Plaintiff the opportunity to perform  
45  
46  
47

the contract. Plaintiff alleges that Nationstar and FANNIE MAE made it impossible for Plaintiff to perform the contract and thus they breached the contract.

109. As a proximate result of each of the named Defendant breaches, Plaintiff has suffered, and will continue to suffer, consequential damages in an amount according to proof at trial, but not less than USD1,000,000.00.

#### **FOURTH CAUSE OF ACTION**

##### **(Breach Of HAMP Contract)**

**(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage Association ("FANNIE MAE"), DOES 1 THROUGH 10)**

110. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.
111. Plaintiff is informed and believes and therefore alleges that Nationstar entered into a Servicer Participation Agreement ("SPA") with FANNIE MAE (acting as an agent of the Federal Government holding the title as HAMP Administrator). Pursuant to the SPA, Nationstar and FANNIE MAE agreed to allow Plaintiff the opportunity to perform her duties in the HAMP contract as Plaintiff is the third party beneficiary to this SPA.
112. Plaintiff alleges that Nationstar and FANNE MAE created and executed the HAMP contract on behalf of all parties to the contract and then repudiated the contract on their own accord. Plaintiff is the third party beneficiary to this contract. Plaintiff was not given the opportunity to perform the duties in the contract.
113. Plaintiff alleges that Nationstar and FANNIE MAE breached the SPA and HAMP in which Plaintiff was the third party beneficiary by making it impossible for Plaintiff to perform the HAMP contract.
114. As a proximate result of each of the named Defendant breaches, Plaintiff has suffered, and will continue to suffer, consequential damages in an amount according to proof at trial, but not less than USD1,000,000.00.

#### **FIFTH CAUSE OF ACTION**

##### **(Breach Of The Third-Party Beneficiary Contract)**

**(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage Association ("FANNIE MAE"), DOES 1 THROUGH 10)**

115. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

1  
2  
3  
4 116. Plaintiff is informed and believes and therefore alleges that according to the  
5 Servicer Participation Agreement ("SPA") (Italics added):

6  
7 *Servicer shall perform the Services for all mortgage loans it services, whether it*  
8 *services such mortgage loans for its own account or for the account of another party,*  
9 *including any holders of mortgage-backed securities (each such other party, an*  
10 *"Investor"). Servicer shall use reasonable efforts to remove all prohibitions or*  
11 *impediments to its authority, and use reasonable efforts to obtain all third party*  
12 *consensus and waivers that are required, by contract or law, in order to effectuate any*  
13 *modification of a mortgage loan under the Program.*

14  
15 117. Plaintiff is alleging that Nationstar and FANNIE MAE breached the SPA and  
16 HAMP in which Plaintiff was the third party beneficiary to this agreement.

17  
18 118. Plaintiff is alleging that Nationstar and FANNIE MAE did not obtain any  
19 consensus and/or waivers from Plaintiff prior to create, execute, and then repudiate  
20 the HAMP contract in favor of Subject Property on their own accord.

21  
22 119. Plaintiff is alleging that Nationstar and FANNIE MAE had gone to great lengths  
23 and strengths to make it impossible for Plaintiff to perform her duties in the HAMP  
24 contract which was created and executed on July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201,  
25 Santa Ana, CA 92703 USA for Subject Property located at 4004 W. 5<sup>th</sup> Street, #201,  
26 Santa Ana, CA 92703 USA.

27  
28 120. Plaintiff is alleging that Nationstar and FANNIE MAE did not obtain any  
29 consensus and/or waivers from Plaintiff to sell Subject Property.

30  
31 121. As a proximate result of each of the named Defendant breaches, Plaintiff has  
32 suffered, and will continue to suffer, consequential damages in an amount according to  
33 proof at trial, but not less than USD1,000,000.00.

34  
35 **SIXTH CAUSE OF ACTION**  
36 **(Wrongful Foreclosure)**

37 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
38 **Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc**  
39 **("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage**  
40 **Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**

41  
42 122. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
43 though fully set forth herein.

44  
45 123. Plaintiff alleges that there was a meeting of the minds among each of the named  
46  
47



1  
2  
3  
4  
5 Defendants who took active participation either jointly and/or severally in breaching  
6 the original contract causing the vicious malicious wrongful fraudulent foreclosure of  
7 Subject Property.  
8

9 124. Plaintiff alleges that each of the named Defendants breached the original  
10 contract. None of the named Defendants had standing, jurisdiction, and/or authorities  
11 to foreclose Subject Property. Thus, the Subject Property was wrongful fraudulently  
12 foreclosed.  
13

14 125. Plaintiff alleges that each of the named Defendants collectively, cohesively, and  
15 co-operatively either jointly and/or severally breached the following specific terms and  
16 conditions clearly stated in the original contract, Exhibit B in RFJN. Thus, Plaintiff  
17 alleges that none of the named Defendants had standing, jurisdictions, and/or  
18 authorities to foreclose Subject Property as their conducts and practices were contrary  
19 to the terms and conditions of the original contract, Exhibit B of RFJN. Plaintiff  
20 alleges that each of the named Defendants was prohibited from invoking the power of  
21 sale provision of the original DOT, Exhibit B of RFJN. Plaintiff alleges that the  
22 foreclosure of subject property was wrongful and fraudulent.  
23

- 24 a. The DOT , Exhibit B of RFJN, clearly specified how and the priority of the  
25 payments from Plaintiff are to be applied against the the DOT and the Note.  
26 b. The DOT, Exhibit B of RFJN, clearly specified that the DOT secures to lender  
27 all renewals, extensions, and modification of the Note.  
28 c. The DOT, Exhibit B of RFJN, clearly specified that the loan means the debt  
29 evidenced by the Note. Borrower shall pay when due the principal of, and  
30 interest on, the debt evidenced by the Note. Borrower shall pay to Lender  
31 payments due under the Note until the Note is paid in full.  
32 d. The DOT, Exhibit B of RFJN, clearly specified that all notices in connection  
33 with this DOT must be in writing.  
34 e. The DOT, Exhibit B of RFJN, clearly specified that Lender and only Lender  
35 can execute and acknowledge the substitution of trustee and such execution and  
36 acknowledgement must be recorded in the Orange County Recorder Office in  
37 Santa Ana,CA.  
38 f. The DOT, Exhibit B of RFJN, MERS was named as "Beneficiary" who only  
39 holds legal title as nominee for Lender and Lender's successors and assigns.  
40 Ditech was named as Lender. MERS can only exercise the power of sale if  
41 requested and approved by Ditech and Ditech's successors and assigns.  
42

43 126. Plaintiff is informed and believes and thereon alleges that after the origination  
44 and funding of her loan, it was sold or transferred to investors or other entities and that  
45 ///  
46  
47

1  
2  
3  
4 none of the named Defendants own the loans or the corresponding Notes at the time of  
5 the foreclosure sale. The original DOT, Exhibit B of RFJN, clearly specified that the  
6 loan means the debt evidenced by the Note. Plaintiff is alleging that each of the named  
7 Defendants lack standing, jurisdictions, and/or authorities to foreclose Subject Property  
8 as none of the name Defendants owns the loans or the corresponding Notes at the time  
9 of the foreclosure. The foreclosure was wrong and fraudulent.

10  
11 127. Plaintiff further alleges that each of the named Defendants lack the standing to  
12 enforce the terms and conditions of the original contract without presenting the  
13 modification of the Note. At the same time, Plaintiff alleges that the Note has already  
14 paid in full. Thus, the foreclosure of Subject Property was wrongful and fraudulent.

15  
16 128. Plaintiff alleges that each of the named Defendants was prohibited from  
17 invoking the power of sale provision of the original DOT, Exhibit B of RFJN as the  
18 Subject Property no longer secured the debt allegedly owed to each of the named  
19 Defendants.

20  
21 129. Plaintiff alleges that MERS caused the wrongful fraudulent foreclosure of  
22 Subject Property in that they accepted and recorded an invalid and incomplete  
23 Assignment Deed of Trust to Nationstar.

24  
25 130. Plaintiff alleges that the Assignment Deed of Trust to Nationstar is invalid and  
26 void ab initio. Plaintiff alleges that Nationstar had no standing, jurisdictions, and/or  
27 authorities to act as Beneficiary and invoke the power of sale against Subject Property.  
28 Thus, Plaintiff alleges that Nationstar wrongfully fraudulently foreclosed Subject  
29 Property.

30  
31 131. Plaintiff alleges that the declaration of the NOD and the declaration in the NOD  
32 pursuant to Section 2923.5, Exhibit C of RFJN by Quality are invalid, false, and  
33 fraudulent. Thus, Plaintiff alleges that Quality wrongfully fraudulently foreclosed  
34 Subject Property.

35  
36 132. Plaintiff alleges that Quality had no standing, jurisdictions, and/or authorities to  
37 foreclose Subject Property as they are unknown stranger to the DOT, Exhibit B of  
38 RFJN. Quality was not lawfully substituted as Trustee. Thus, Plaintiff alleges that the  
39 following documents created and executed by Quality are invalid and void ab initio:  
40 The NOD, Exhibit C of RFJN; The Notice of Trustee's Sale (NOTS), Exhibit G of  
41 RFJN; and The publication of the Notice of Trustee's Sale in the Orange County  
42 Reporter, Exhibit H of RFJN. Thus, Plaintiff alleges that Quality wrongfully  
43 fraudulently foreclosed Subject Property.

44  
45 133. Plaintiff alleges that MERS allowed Nationstar and Quality who were unknown  
46  
47

strangers to the DOT, Exhibit B of RFJN to foreclose Subject Property. Thus, Plaintiff alleges that MERS wrongfully fraudulently foreclosed Subject Property.

134. Plaintiff alleges that Ditech allowed Quality who is an unknown stranger to the DOT, Exhibit B of RFJN to foreclose Subject Property. Thus, Plaintiff alleges that Ditech wrongfully fraudulently foreclosed Subject Property.

135. Plaintiff alleges that Nationstar and FANNIE MAE breached the SPA and HAMP in which Plaintiff was the third party beneficiary. Thus, Plaintiff alleges that Nationstar and FANNIE MAE wrongfully fraudulently foreclosed Subject Property.

136. Plaintiff alleges that the terms and conditions in the HAMP contract in favor of Subject Property would not allowed Nationstar and FANNE MAE to invoke the power of sales upon repudiating the contract on their own accord. Thus, Plaintiff alleges that Nationstar and FANNIE MAE wrongfully fraudulently foreclosed Subject Property.

137. Plaintiff alleges that the foreclosure of Subject Property was wrongful and fraudulent in that the foreclosure of Subject Property was based invalid assignments, power of sales, power of attorneys, and recorded documents.

138. Plaintiff alleges that the vicious malicious wrongful fraudulent foreclosure of Subject Property from each of the named Defendants either jointly and/or severally has prevented Plaintiff from any possibility of persuing and collecting from the named Defendants in the case number 05CC08432 consolidated with 07CC00188 at the Superior Court Of The State Of California In The County Of Orange, Central Justice Center.

139. As a proximate result of each of the named Defendant breaches, Plaintiff has suffered, and will continue to suffer, consequential damages in an amount according to proof at trial, but not less than USD1,000,000.00.

**SEVENTH CAUSE OF ACTION  
(Quiet Title)**

**(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), All Persons Unknown, Claiming Any Legal Or Equitable Right, Title, Estate, Lien, Or Interest In The Property Described In The Complaint Adverse To Plaintiff's Title Or Any Cloud On Plaintiff's Title Thereto and DOES 1 THROUGH 10)**

1  
2  
3  
4  
5 140. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
6 though fully set forth herein.  
7

8 141. Plaintiff is the legal owner of the Subject Property with the assessor's parcel  
9 number as 938-69-041 and the physical location located at 4004 W. 5<sup>th</sup> Street, #201,  
10 Santa Ana, CA 92703 USA.  
11

12 142. Plaintiff seeks to quiet title against each of the named Defendants and anyone  
13 else claiming interest in the property.  
14

15 143. FANNIE MAE and any successors or assignees have no right to title or interest  
16 in the property and no right to entertain any rights of ownership including rights of  
17 possessions.  
18

19 144. Plaintiff seeks to quiet title as of 08/30/2010. Plaintiff seeks a judicial  
20 declaration that the title to the Subject Property is vested in Plaintiff alone and that  
21 Defendants and each of them be declared to have no interests estate, right, title or  
22 interest in the Subject Property and that Defendants, their agents and assigns, be  
23 forever enjoined from asserting any estate, right title or interest in the Subject Property.  
24

25 145. As each of the named Defendants did not have legal ownership or interest in the  
26 Subject Property on the date of foreclosure, allegedly obtained the Subject Property  
27 through fraud and wrongful conducts, and failed to adhere to the strict statutory,  
28 HAMP guidelines, and SPA as Plaintiff was the third party Beneficiary to effectuate  
29 the foreclosure sale of the Subject Property, the foreclosure sale was void and invalid.  
30 Therefore, the Subject Property is still Plaintiff's property.  
31

32 146. Accordingly, the Court should rule that the Subject Property remains Plaintiff's  
33 name and award consequential damages as proven at trial, but not less than  
34 USD1,000,000.00  
35

36 **EIGHTH CAUSE OF ACTION**  
37 **(Slander Of Title)**

38 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
39 **Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc**  
40 **("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage**  
41 **Corporation DBA Ditech.com ("Ditech"), and DOES 1 THROUGH 10)**  
42

43 147. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
44 though fully set forth herein.  
45  
46  
47

///

1  
2  
3  
4 148. Quality falsely claimed and acted as the duly appointed Trustee and/or the  
5 agent of the Beneficiary of the Deed of Trust, wrongfully and without privilege, caused  
6 the NOD, NOTS, and the publications of NOTS in the Orange County Reporter to be  
7 recorded against the Subject Property.

8  
9 149. None of the named Defendants, whether jointly and/or severally, is a trustee,  
10 beneficiary or assignee of any beneficiary of any Deed of Trust recorded against the  
11 Subject Property. Accordingly, they wrongfully caused the recording of the Notice of  
12 Default, Assignment of Deed of Trusts, Notices of Trustee's Sales, the publications of  
13 the Notices of Trustee's Sales, and Trustee's Deed Upon Sale against the Subject  
14 Property.

15  
16 150. None of the named Defendants had standings, jurisdictions, and/or authorities  
17 to invoke the power of sale in the DOT against Subject Property.

18  
19 151. None of the named Defendants can present the unbroken chain of properly  
20 executed, acknowledged, and recorded assignments, power of sales, power of  
21 attorneys, and documents causing the foreclosure of Subject Property.

22  
23 152. By performing the acts described above, Defendants slandered Plaintiff's title to  
24 the Subject Property.

25  
26 153. In that the conduct and acts of Defendants violated, among others, California  
27 Civil Code section 2924 (a)(1), such conduct and acts were not privileged.

28  
29 154. The wrongful conducts and practices of each of the named Defendants caused  
30 Plaintiff to suffer damages in an amount to be proven at trial, but not less than  
31 USD1,000,000.00.

32  
33 **NINTH CAUSE OF ACTION**

34 **(Cancellation Of Instruments – NOD, SOT, Assignments Of DOTs, NOTS, Publications**  
35 **of NOTS, and TDUS)**

36 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
37 **Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc**  
38 **("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage**  
39 **Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**

40  
41 155. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
42 though fully set forth herein.

43  
44 156. If the wrongfully recorded NOD, Assignments of DOTs, NOTS, publications of  
45  
46  
47

the NOTS, and TDUS instruments are left outstanding, Plaintiff will continue to suffer loss and damages.

157. Plaintiff therefore seeks cancellation of the following instruments:
- a. The Notice of Default ("NOD")
  - b. The Substitution of Trustee ("SOT")
  - c. The Assignments of Deed of Trust to Nationstar Mortgage, LLC
  - d. The Assignments of Deed of Trust to FANNIE MAE
  - e. The Notice of Trustee Sale ("NOTS")
  - f. The publications of the Notice of Trustee Sales in the Orange County Reporter
  - g. The Trustee Deed Upon Sale ("TDUS")
  - h. and any and all instructions that are Unknown to Plaintiff, Claiming Any Legal Or Equitable Right, Title, Estate, Lien, Or Interest In The Property Described In The Complaint Adverse To Plaintiff's Title Or Any Cloud On Plaintiff's Title Thereto and DOES 1 THROUGH 10

158. Plaintiff is informed and believes and therefore alleges that each of the named Defendants acted willfully and with a conscious disregard for Plaintiff's rights and with a specific intent to defraud and injure Plaintiff, by causing the NOD, the SOT, the Assignments of DOTs, the NOTS, the publications of the NOTS, and the TDUS instruments to be prepared and recorded without a factual or legal basis for doing so.

159. Upon information and belief, these acts by each of the named Defendants constitute fraud, oppression and malice under Cal. Civil Code §3294. Defendants acted with a conscious disregard for the requirements to conduct a non-judicial foreclosure sale under civil code 2924 et sec knowing that they had taken a calculated risk that Plaintiff would not contest.

160. By virtue of Defendants' willful and wrongful conducts and practices as herein alleged above, Plaintiff is entitled to general and special damages according to proof at trial, but not less than USD1,000,000.00 , as well as punitive and exemplary damages but not less than USD1,000,000.00.

**TENTH CAUSE OF ACTION  
(Promissory Estoppel)**

**(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**

161. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as

though fully set forth herein.

162. Plaintiff alleges that she was under the understanding that her loan modification request was incomplete and needed additional information by Nationstar and by FANNIE MAE. Plaintiff even sent a letter to Nationstar inquiring the status on July 26, 2009, Exhibit E of RFJN.

163. However, on the other, Plaintiff alleges that Nationstar was preparing for documents and things in anticipating of repudiating the HAMP contract in favor of Subject Property before the performance was due by all parties to the contract, Nationstar, FANNIE MAE, and Plaintiff. Specifically, Plaintiff alleges that the first step needed by Nationstar and FANNIE MAE in order to repudiate the HAMP contract was to secure the approval order from the Department of Corporations for the exemption pursuant Civil Code Section 2923.54. Plaintiff alleges that Nationstar and FANNIE MAE secured this final order approval on July 01, 2009.

164. Plaintiff alleges that she was justifiably relied on the understandings from FANNIE MAE through Nationstar and from Nationstar. Plaintiff alleges that Nationstar and FANNIE MAE were estopped from taking any actions that were contrary to the oral communications and understandings made to Plaintiff.

165. Pursuant to the SPA and HAMP, Nationstar and FANNIE MAE agreed to allow Plaintiff to perform her duties in the HAMP contract. Plaintiff alleges that Nationstar and FANNIE MAE, created and executed the HAMP contract on behalf of all parties to the contract, and then repudiated the contract on July 22, 2009 at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA for Subject Property located at 4004 W. 5<sup>th</sup> Street, #201, Santa Ana, CA 92703 USA on their own accord for all parties to the contract. Plaintiff was the third party Beneficiary to the contract.

166. Plaintiff alleges that Nationstar and FANNIE MAE breached the SPA and the HAMP of which Plaintiff is the third party beneficiary. Accordingly, Nationstar and FANNIE MAE should be estopped from claiming any benefits from the foreclosure due to its violation of the SPA and HAMP.

167. As a result of the Defendants' false conducts, practices, and misrepresentations, Plaintiff suffered special and general damages in an amount according to proof at trial, but not less than USD1,000,000.00.

///  
///  
///  
///

**ELEVENTH CAUSE OF ACTION**

**(Negligence)**

**(Against GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), Mortgage Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation ("Quality"), Summergreen Homeowners Association ("Summergreen HOA"), Huntington West Properties, Inc. ("Huntington West"), DOES 1 THROUGH 10)**

168. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

169. Plaintiff alleges that Ditech was named as Lender in the DOT, Exhibit B of RFJN. Plaintiff alleges that Ditech had a duty to exercise reasonable care and skill to send Plaintiff notices in writing in regards to the status, actions, and all relevant information in connection with the DOT. Plaintiff alleges that Ditech had failed to do so.

170. Plaintiff alleges that Ditech had a duty to exercise reasonable care and skill to ensure and refrain from taking any actions and/or allow any actions taken against Plaintiff that is contrary to the DOT, Exhibit B in RFJN. Plaintiff alleges that Ditech allowed unknown strangers to the DOT, Nationstar and Quality, to foreclose Subject Property. Thus, Plaintiff alleges that Ditech breached their duty of care and skill to Plaintiff.

171. Plaintiff alleges that MERS had a duty to exercise reasonable care and skill to ensure and refrain from taking any actions and/or allow any actions taken against Plaintiff that is contrary to the DOT, Exhibit B in RFJN.

172. Plaintiff alleges that MERS was named as Beneficiary solely as nominee for Lender and Lender's successors and assigns. Ditech was named as Lender. MERS can only act upon the request and approval of Ditech and Ditech's successors and assigns. Plaintiff alleges that MERS never sent Plaintiff any notices as to Ditech's successors and assigns. Plaintiff alleges that MERS allowed Nationstar and Quality who were an unknown strangers to the DOT to foreclosure of Subject Property. Thus, Plaintiff alleges that MERS breached their duty of care and skill to Plaintiff.

173. Plaintiff alleges that MERS had a duty to exercise reasonable care and skill to send Plaintiff notices in writing in regards to the status, actions, and all relevant information in connection with the DOT. Plaintiff alleges that MERS had failed to do so. Thus, Plaintiff alleges that MERS breached their duty of care and skill to Plaintiff.

174. Plaintiff alleges that Quality claimed to be the duly appointed trustee in the



DOT against Subject Property, but without the legal authority to do so, had a duty to exercise reasonable care and skill to act as an impartial third party in this transaction and overstepped its boundaries as a trustee and "attorney in fact."

175. Plaintiff alleges that Quality had a duty to exercise reasonable care and skill to follow California law with regard to foreclosures, avoid any conflicts of interest in exercising their duties, and refrain from taking any action against Plaintiff that it did not have the legal authority to do so.

176. Plaintiff alleges that Quality breached their duty of care and skill to Plaintiff by executing and recording the following foreclosure documents and caused the wrongful fraudulent foreclosure of Subject Property without the legal authority to do so: The NOD, the SOT, the NOTS, the publications of NOTS, and TDUS.

177. Plaintiff alleges Summergreen HOA and Huntington West had a duty of reasonable care and skill to protect the operations of peace and welfare of the Summergreen HOA and Members of the Summergreen HOA pursuant to the CC & R for the Summergreen HOA. Plaintiff was a paid Member of the Summergreen HOA.

178. Plaintiff alleges that Summergreen HOA and Huntington West breached their duty of care and skill to Plaintiff in that they failed to inform Nationstar of the pending case number 05CC08432 consolidated with 07CC00188 at the Superior Court Of The State Of California In The County Of Orange, Central Justice Center.

179. Plaintiff alleges that Summergreen HOA and Huntington West breached their duty of care and skill to Plaintiff in that they failed to place prohibition and restriction against Subject Property and Summergreen HOA. Summergreen HOA and Huntington West failed to inform Nationstar of such prohibition and restriction against Subject Property and Summergreen HOA in order to interfere and interrupt any possibility of Plaintiff from ever persuing and collecting against the Subject Property and/or the Summergreen HOA.

180. As a direct and proximate result of the negligence and carelessness of Defendants as set forth above, Plaintiff suffered, and continues to suffer, and general and special damages in an amount to be determined at trial, but not less than USD1,000,000.00.

**TWELTHTH CAUSE OF ACTION  
(Negligent Misrepresentation)**

**(Against GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), Mortgage Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation ("Quality"), Summergreen Homeowners Association ("Summergreen HOA"),**

**Huntington West Properties, Inc. ("Huntington West"), DOES 1 THROUGH 10)**

181. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

182. Plaintiff alleges that Ditech represented to Plaintiff that Ditech was the Lender of Subject Property. Ditech represented to Plaintiff that only Ditech can substitute trustee in the DOT for Subject Property. Ditech represented to Plaintiff that only Ditech and Ditech's successors and assigns can request and approve MERS to exercise the power of Plaintiff in the DOT.

183. Plaintiff alleges that Ditech never sent Plaintiff any notices regarding Quality as the new trustee for Subject Property. Plaintiff further alleges that the Orange County Recorder Office in Santa Ana, CA does not have any records from Ditech substituting Quality as the new trustee in the DOT for Subject Property.

184. However, Plaintiff alleges Ditech allowed two unknown strangers to the DOT, Nationstar and Quality, to foreclose Subject Property.

185. Plaintiff alleges that MERS represented to Plaintiff that MERS holds only legal title acting solely as nominee for Ditech and Ditech's successors and assigns, and can only act upon the request and approval of Ditech and Ditech's successors and assigns.

186. However, Plaintiff alleges that MERS allowed two unknown strangers to the DOT, Nationstar and Quality, to foreclose Subject Property.

187. Quality represented to Plaintiff that they are the duly appointed trustee in the DOT against Subject Property. Plaintiff alleges that there are no records at the Orange County Recorder Office in Santa Ana, CA confirming this claim.

188. Plaintiff alleges that Summergreen HOA and Huntington West represented to Plaintiff that they had a duty of reasonable care and skill to protect the operation of peace and general welfare of the Summergreen HOA and Members of Summergreen HOA pursuant to the CC& R for Summergreen HOA. Plaintiff was the paid Member of the Summergreen HOA.

189. However, Plaintiff alleges that Summergreen HOA and Huntington West breached their duties of care and skill to Plaintiff by failing to inform Nationstar of the pending case against Summergreen HOA, failing to place prohibition and restriction against Subject Property and the Association, and failing to inform Nationstar of such prohibition and restriction in order to interfere and interrupt any possibility of Plaintiff from ever pursuing and collecting against Subject Property and Summergreen HOA. .

1  
2  
3  
4 190. Plaintiff alleges that each of the named Defendants' representations to Plaintiff  
5 were false. Plaintiff alleges that when each of the named Defendants' representations  
6 to Plaintiff, they knew that they made false representations to Plaintiff. Plaintiff relied  
7 on these representations. Plaintiff reasonably and justifiably relied on the  
8 representations to her detriment.  
9

10 191. As a proximate result of each of the named Defendants' negligent conduct,  
11 Plaintiff has suffered, and will continue to suffer, general and special damages in an  
12 amount according to proof at trial, but not less than USD1,000,000.000.  
13

14 **THIRTEENTH CAUSE OF ACTION**

15 **(Breach Of The Covenant Of Good Faith and Fair Dealing)**

16 **(Against GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), Mortgage**  
17 **Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation**  
18 **("Quality"), Summergreen Homeowners Association ("Summergreen HOA"),**  
19 **Huntington West Properties, Inc. ("Huntington West"), DOES 1 THROUGH 10)**  
20

21 192. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
22 though fully set forth herein.  
23

24 193. Every contract imposes upon each party a duty of good faith and fair dealing in  
25 its performance and its enforcement. The implied covenant of good faith and fair  
26 dealing requires that no party will do anything that will have the effect of impairing ,  
27 destroying, or injuring the rights of the other party to receive the benefits of their  
28 agreement. The covenant implies that in all contracts each party will do all things  
29 reasonably contemplated by the terms of the contract to accomplish its purpose. This  
30 covenant protects the benefits of the contract that the parties reasonably contemplated  
31 when they entered into the agreement.  
32

33 194. Plaintiff alleges that Ditech had secured a strong position in the DOT, Exhibit  
34 B of RFJN. Plaintiff alleges that only Ditech can substitute the trustee in the DOT.  
35 Plaintiff alleges that only Ditech and Ditech's successors and assigns can request and  
36 approve MERS to exercise the terms and conditions in the contract against Subject  
37 Property.  
38

39 195. Plaintiff alleges that Ditech breached the Covenant Of Good Faith and Fair  
40 Dealing when they failed to send Plaintiff notices in writing in regards to the status,  
41 actions, and all relevant information in connection with the DOT. At the same time,  
42 Plaintiff also alleges that Ditech failed to refrain from taking actions and/or allow  
43 actions taken against Plaintiff that is contrary to the DOT. Thus, Plaintiff alleges that  
44 Ditech breached the Covenant Of Good Faith and Fair Dealing when they allowed  
45 unknown strangers to the DOT to foreclose Subject Property.  
46  
47

1  
2  
3  
4 196. Plaintiff alleges that MERS only hold a legal title solely as a nominee for  
5 Lender and Lender's successors and assigns. Plaintiff alleges that MERS had no  
6 interest in Subject Property and cannot act contrary to the specific terms and conditions  
7 of the contract. Thus, Plaintiff alleges that MERS breached the Covenant Of Good  
8 Faith and Fair Dealing when they allowed unknown strangers to the DOT to foreclose  
9 Subject Property.

10  
11 197. Plaintiff alleges that Quality is an unknown stranger to the DOT. Plaintiff  
12 alleges that the Orange County Recorder Office in Santa Ana, CA does not have records  
13 that Quality is the trustee in the DOT against Subject Property. Plaintiff alleges that  
14 Quality breached the Covenant Of Good Faith and Fair Dealing when they exercised  
15 the terms and conditions in the DOT in which they have no legal authorities to do so.  
16

17 198. Plaintiff alleges that Summergreen HOA and Huntington West breached the  
18 Covenant Of Good Faith and Fair Dealing when they failed to protect the operation of  
19 peace and general welfare of the Summergreen HOA and its Members pursuant to the  
20 CC & R for Summergreen HOA in which Plaintiff was a paid Member. In particular,  
21 Plaintiff alleges that Summergreen HOA and Huntington West failed to inform  
22 Nationstar of the pending case against Summergreen HOA, failed to place prohibition  
23 and restriction against Subject Property and Summergreen HOA, and failed to inform  
24 Nationstar of such prohibition and restrictions in order to interfere and interrupt the  
25 pending case against Summergreen HOA.  
26

27 199. As a proximate result of each of the named Defendant breaches, Plaintiff has  
28 suffered, and will continue to suffer, consequential damages in an amount according to  
29 proof at trial, but not less than USD1,000,000.00.  
30

31 **FOURTEENTH CAUSE OF ACTION**  
32 **(Fraud)**

33 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
34 **Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc**  
35 **("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage**  
36 **Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**  
37

38 200. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
39 though fully set forth herein.  
40

41 201. Plaintiff alleges that Nationstar and FANNIE MAE fraudulently represented to  
42 Plaintiff that her loan modification request was incomplete and needed further  
43 information. In particular, Nationstar informed Plaintiff that they will need to dispatch  
44 a local representative to assess the condition and value of Subject Property. This  
45  
46  
47

particular local representative will also need to confirm that Plaintiff does indeed lives at the Subject Property. Plaintiff was waiting to hear from their local representative. Plaintiff sent the letter inquiring the status on July 26, 2009. Plaintiff followed up on the letter and was given more "run around."

202. However, at the similar time frame, Nationstar received the final approval to proceed with the sale of Subject Property on July 01, 2009 from the Department of Corporations. Plaintiff alleges that upon receipt of this final approval on July 1, 2009, Nationstar and FANNIE MAE created, executed, and then repudiated the HAMP contract in favor of Subject Property on their own accord on July 22, 2009 without obtaining any consensus and/or waivers from Plaintiff.

203. Plaintiff alleges that Nationstar and FANNIE MAE failed to disclose to Plaintiff that they intend to foreclose Subject Property regardless and at all costs.

204. According to Exhibit A of RFJN, Plaintiff alleges that their patterns of conducts and practices are common and acceptable within Nationstar and continue to this date. Jamal from Nationstar said that they do it ALL THE TIME and there is nothing wrong with it. Plaintiff alleges that their conducts and practices commonly accepted within Nationstar are deceptive, fraudulent, and unfair to borrowers such Plaintiff.

205. As a proximate result of Nationstar and FANNIE MAE 's fraudulent misrepresentations , Plaintiff lost her home and suffered great emotional distress.

206. Plaintiff alleges that Ditech represented to Plaintiff the only Ditech can substitute trustee in the DOT. Ditech represented to Plaintiff that the power of sales can only be exercise by MERS at the their request and approval. However, Plaintiff alleges that Ditech allowed the Subject Property to be fraudulently foreclosed by unknown strangers to the DOT. Plaintiff alleges that as a result of Ditech's fraudulent misrepresentations, Plaintiff lost her home and suffered great emotional distress.

207. Plaintiff alleges that MERS only holds legal title solely as a nominee for Lender and Lender's successors and assigns. Plaintiff alleges that MERS had no interest in Subject Property and cannot act contrary to the specific terms and conditions to the contract. Plaintiff alleges that MERS cannot exercise the power of sale against Subject Property without the request and approval of Ditech and Ditech's successors and assigns. Plaintiff alleges that MERS never sent Plaintiff any form of notices regarding Ditech's successors and assigns. Plaintiff is alleging that MERS allowed the Subject Property to be fraudulently foreclosed by unknown strangers to the DOT. Plaintiff alleges that as a result of MERS's fraudulent misrepresentations, Plaintiff lost her home and suffered great emotional distress.

1  
2  
3  
4 208. Quality represented to Plaintiff that they are the duly appointed trustee in the  
5 DOT for Subject Property. However, Plaintiff alleges that neither Ditech nor MERS  
6 sent Plaintiff notices confirming this fact. Furthermore, the Orange County Reporter  
7 Office in Santa Ana, CA does not have record confirming this fact. Plaintiff is alleging  
8 that Quality wrongfully and fraudulently foreclosed Subject Property without the  
9 authorities to do so. Plaintiff alleges that as a result of Quality's fraudulent  
10 misrepresentations, Plaintiff lost her home and suffered great emotional distress.

11  
12 209. Furthermore, Plaintiff alleges that each of the named Defendants wrongfully  
13 and fraudulently foreclosed the Subject Property based on invalid Note, assignments  
14 of Deed of Trusts, substitution of trustee, and recorded documents : NOD, NOTS, and  
15 publications of NOTS.

16  
17 210. Accordingly, as a result of each of the named Defendants' fraudulent conducts  
18 and practices, Plaintiff has suffered, and will continue to suffer, compensatory, general  
19 and special damages in an amount to proof, but not less than USD1,000,000.00.  
20 Additionally, each of the named Defendants acted with malice, fraud and/or oppression  
21 and, thus, Plaintiff is entitled to an award of exemplary and punitives damages but not  
22 less than USD1,000,000.00.

23  
24 **FIFTEENTH CAUSE OF ACTION**  
25 **(Violation Of The Rosenthal Fair Debt Collection Practices Act)**  
26 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
27 **Association ("FANNIE MAE"), Quality Loan Service Corporation ("Quality"), DOES 1**  
28 **THROUGH 10)**

29  
30 211. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
31 though fully set forth herein.

32  
33 212. Plaintiff is a consumer and the obligation between the parties a debt owed  
34 pursuant to the subject notes and trust deed and is a consumer debt pursuant to the  
35 Rosenthal Fair Debt Collection Practices Act ("Rosenthal Act")

36  
37 213. Nationstar is the servicing company that is in the business of collecting and  
38 processing mortgage payments.

39  
40 214. Quality claimed to be the duly appointed trustee in the DOT against Subject  
41 Property.

42  
43 215. Nationstar and Quality made false misrepresentations in connection with the  
44 debt secured by the DOT, Exhibit B of RFJN against Subject Property. Plaintiff is  
45  
46  
47

1  
2  
3  
4 alleging that the debts secured by the DOT, Exhibit B of RFJN was modified when it  
5 securitized. Plaintiff also alleges that the Note was paid in full when it was securitized.  
6 Plaintiff alleges that Nationstar and Quality attempted to collect the debts from  
7 Plaintiff secured by the original DOT, Exhibit B of RFJN that already paid in full.  
8

9 216. At the same, Plaintiff also alleges that the loan that was purportedly secured the  
10 debts evidenced by the Note in the DOT, Exhibit B of RFJN was extinguished by the  
11 foreclosure of the Subject Property. This loan amount plus other foreclosure fees, etc  
12 was paid by the third party, the United States Treasury Department.  
13

14 217. Plaintiff alleges that FANNIE MAE is attempting to collect the loan amount  
15 secured by the purported debts evidenced by the Note in the DOT, Exhibit B of RFJN  
16 plus other additional foreclosure fees, etc. from Plaintiff after it was already paid by  
17 the United States Treasury Department.  
18

19 218. As a proximate result of Nationstar, Quality Loan Service Corp. and FANNIE  
20 MAE's violations of the Rosenthal Act, Plaintiff is entitled to actual and statutory  
21 damages, and such other relief as the court determines is due but not less than  
22 USD1,000,000.00.  
23

24 **SIXTEENTH CAUSE OF ACTION**  
25 **(Unfair Practices Under California Business & Professions Code Section 17200, et seq.)**  
26 **(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage**  
27 **Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc**  
28 **("MERS"), Quality Loan Service Corporation ("Quality"), GMAC Mortgage**  
29 **Corporation DBA Ditech.com ("Ditech"),DOES 1 THROUGH 10)**  
30

31 219. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as  
32 though fully set forth herein.  
33

34 220. California Business & Professions Code Section 17200, et seq., prohibits acts  
35 of unfair competition, which means and includes any "fraudulent business act or  
36 practice..." and conduct which is "likely to deceive" and is "fraudulent" within the  
37 meaning of Section 17200.  
38

39 221. As more fully described above, Defendants' acts and practices are likely to  
40 deceive, constituting a fraudulent business act or practice. This conduct is ongoing  
41 and continues to this date.  
42

43 222. Specifically, as fully set forth above, each of the Defendants engage in  
44 deceptive business conducts and practices with respect to mortgage loan servicing,  
45  
46  
47

1  
2  
3  
4 assignments of notes and deeds of trust, creating and recording invalid false  
5 documents, foreclosure of residential properties and related matters by, among other  
6 things,  
7

- 8 a. Breaching the written contract;  
9 b. Applying for the exemption pursuant to the Section 2923.53 of the California  
10 Foreclosure Prevention Action ( Civil Code Seciton 2923.52 et seq.) in order to  
11 expedite the sell of Subject Property in anticipating of repudiating the HAMP  
12 contract prior the creation , execution, and performance due in the contract by  
13 all parties to the contract;  
14 c. Failing to send notices in writting in connection to the DOT;  
15 d. Failing to send notices of their intent of modifying the original DOT;  
16 e. Creating, executing, and repudiating the HAMP contract ;  
17 f. Breaching the third- party Beneficiary contract;  
18 g. executing and recording false and misleading assignments and documents;  
19 h. executing and recording documents without the legal authority to do so;  
20 i. Failing to record Powers of Attorney in connection with recorded assignments  
21 and documents in violation of California Civil Code Section 2933;  
22 g. Demanding and accepting payments of debts that were non-existent;  
23 h. Acting as Beneficiaries and trustees without the legal authority to do so;  
24 i. Failing to comply with California Civil Code Section 2923.5;  
25 j. Failing to comply with the HAMP guidelines;  
26 k. Failing to comply with the SPA and HAMP of which Plaintiff was the third  
27 party Beneficiary;  
28 l. Other deceptive business practices  
29

30 223. Plaintiff alleges that by engaging in the above described acts and/or practices as  
31 alleged herein, each of the Defendants have violated several California laws and  
32 regulations and said predicate acts are therefore per se violations of California Business  
33 and Professions Code Section 17200, et seq.  
34

35 224. Plaintiff alleges that Defendants' misconduct, as alleged herein, gave, and have  
36 given, Defendants an unfair competitive advantage over their competitors. The scheme  
37 implemented by Defendants is designed to defraud California consumers such as  
38 Plaintiff and enrich the Defendants.  
39

40 225. The foregoing acts and practice have caused substantial harm to California  
41 consumers.  
42

43 226. Plaintiff alleges that as direct and proximate result of the aforementioned acts,  
44 Defendants have prospered and benfitted from Plaintiff by collecting mortgage  
45 payments and fees for foreclosure related services, and have been unjustly enriched  
46  
47



from their act of foreclosing on Plaintiff's home.

227. By reason of the foregoing, Defendants have been unjustly enriched and should be required to disgorge their illicit profits and/or make restitution to Plaintiff. As a result of the aforementioned acts and conduct, Plaintiff lost money, jobs, businesses, property and suffered injury in fact, to Defendants' schemes.

228. The harm to Plaintiff outweighs the utility of Defendants' policy and practices. Consequently, their policy and practices constitute an unlawful business act or practice within the meaning of Business and Professions Code § 17200.

229. Plaintiff is therefore entitled to injunctive relief and legal fees as available under the California Business and Professions Code Section 17200, et seq and related sections.

**SEVENTEENTH CAUSE OF ACTION  
(Declaratory Relief)**

**(Against Nationstar Mortgage, LLC ("Nationstar"), Federal National Mortgage Association ("FANNIE MAE"), Mortgage Electronic Registration Systems, Inc ("MERS"), Quality Loan Service Corporation, GMAC Mortgage Corporation DBA Ditech.com ("Ditech"), DOES 1 THROUGH 10)**

230. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

231. Each of the named Defendants has taken actions in violation of their statutory, legal and contractual duties. Said actions have resulted in the wrongful and fraudulent foreclosure of the Subject Property.

232. An actual dispute exists between Plaintiff and FANNIE MAE and DOES 1 through 10 as to the ownership of the Subject Property, and the validity, if any, and amount, if any, of the liens that were on the Subject Property prior to foreclosure.

233. Due to the dispute as to the rights and interests of the parties to the Subject Property, Plaintiff requests that the Court declare the rights of the parties in this matter. Plaintiff requests that the Court enforce these rights with the issuance of injunctions or restraining orders as may be necessary to place the parties in their proper position with respect to their interests, if any, in the Subject Property.

///  
///

**EIGHTEENTH CAUSE OF ACTION**  
**(Conspiracy To Obstruct Justice)**  
**(Against Nationstar Mortgage ("Nationstar"), LLC, DOES 1 THROUGH 10)**

234. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein

235. In and around March 2011, Plaintiff was preparing to respond to Defendant Nationstar's demurrur to Plaintiff's complaint. Plaintiff discovered that Nationstar filed for the exemption pursuant to Section 2923.53 in order to expedite the sale of Subject Property at the Department of Corporations.

236. Plaintiff contacted the Department of Corporations, visited the office, and inquired about obtaining the entire and complete files of the Department of Corporations files numbers 603H864, 603I243, and license number 9880602 and any documents and things relating to the Department of Corporations file numbers 603H864, 603I243, and license number 9880602. These files pertain to Nationstar and Subject Property. Plaintiff was informed that Rose Cala would be the main contact who can assist Plaintiff. However, Rose Cala was on vacation when Plaintiff was at the Department of Corporations in Los Angeles, CA. Plaintiff made arrangements and appointment with Rose Cala once she return to duty to obtain the entire and complete files.

237. On March 03, 2011, Plaintiff had an appointment with Rose Cala to pick the copies of the files as requested. However, upon appearing at the Department of Corporations, Plaintiff encountered problems of obtaining the entire and complete files. Plaintiff was asked to wait while Rose and her associates get the files. Plaintiff waited for almost two hours and received incomplete files.

238. Plaintiff served the first CIVIL SUBPOENA (DUCES TECUM) FOR PERSONAL APPEARANCE AND PRODUCTION OF DOCUMENTS AND THINGS AT TRIAL OR HEARING AND DECLARATION ("first subpoena") to the Department of Corporations located at 320 W 4TH ST STE 750, LOS ANGELES CA on APR 11 2011 3:11PM.

239. In Exhibit P, the letter from the Department of Corporations to Plaintiff responding to the first subpoena. The Department of Corporations objected to releasing the confidential records due to the fact that Nationstar objected to releasing the confidential records, Exhibit Q and R.

///  
///

1  
2  
3  
4  
5 240. However, at the same, the Department of Corporations further claimed that the  
6 subpoena was incomplete in that Plaintiff did not also subpoena the Department of  
7 Corporations the NOTICE TO CONSUMER OR EMPLOYEE AND OBJECTION.  
8 Upon this further claim, Plaintiff believed that if she had also subpoena the Department  
9 of Corporations the NOTICE TO CONSUMER OR EMPLOYEE AND OBJECTION,  
10 the Department of Corporations would release the confidential records.

11  
12 241. On May 18, 2009, Plaintiff subpoena the Department of Corporation located  
13 1515 K Street, Ste 200, Sacramento, CA 95814 the NOTICE TO CONSUMER OR  
14 EMPLOYEE AND OBJECTION along with the revised CIVIL SUBPOENA (DUCES  
15 TECUM) FOR PERSONAL APPEARANCE AND PRODUCTION OF  
16 DOCUMENTS AND THINGS AT TRIAL OR HEARING AND DECLARATION  
17 ("second subpoena"), Exhibit S of RFJN.

18  
19 242. However, the Department of Corporations further objected to Plaintiff's second  
20 subpoena based on the exact same reasons as the first subpoena in that Nationstar  
21 objected to the release of the confidential records, Exhibit T.

22  
23 243. Plaintiff is informed and believes and therefore alleges that the confidential  
24 records are among the crucial documents and things in which would substantially  
25 prove to the Court of Plaintiff's claims that each of the named Defendants collectively  
26 cohesively and co-operatively jointly and/or severally with the meetings of the minds  
27 to viciously maliciously wrongfully fraudulently foreclose the Subject Property.

28  
29 244. Plaintiff alleges that Nationstar conspired to interfere and interrupt Plaintiff's  
30 investigations by objecting to the release of these confidential records pertaining to  
31 Plaintiff and Subject Property.

32  
33 245. Nationstar was made aware that the subpoenas seeking documents to support  
34 Plaintiff's litigation, Defendant Nationstar took actions to object to release these  
35 confidential documents clearly indicated that Defendants' vicious malicious conducts  
36 and practices were meant to frustrate, interfere, and obstruct Plaintiff's investigations.  
37 Clearly, this is the conspiracy to commit obstruction of justice by NATIONSTAR  
38 specifically in violation of 18 USC Section 1512 (b).

39  
40 246. As a proximate result of Nationstar conspiracy to obstruct justice, Plaintiff has  
41 suffered, and will continue to suffer, consequential damages in an amount according to  
42 proof at trial, but not less than USD1,000,000.00.

43 ///  
44 ///  
45 ///

WHEREFORE, Plaintiff prays as follows:

AS TO ALL OF THE ABOVE CAUSES OF ACTIONS:

1. For a declaraton of the rights and duties of the parties, specifically that the foreclosure of the Subject Property was wrongful and fraudulent.
2. For a declaration that Plaintiff is the true and rightful owner of the Subject Property.
3. For the issuance of an Order cancelling the instruments: NOD, SOT, Assignment of DOTs, NOTS, publications of the NOTS, and the TDUS.
4. To vacate the TDUS.
5. To vacate and set aside the foreclosure sale.
6. To quiet title in favor of Plaintiff and against Defendants.
7. For compensatory, special and general damages in an amount according to proof at trial, but not less than USD1,000,000.00 against each of the named Defendants.
8. For compensatory, special , and general damages in an amount of USD1,000,000.00 against each named Defendants for viciously maliciously wrongful fraudulently foreclosed Subject Property in order to interfere and interrupt Plaintiff from any possibility of persuing and collecting from named Defendants in the case number 05CC08432 consolidated with 07CC00188 at the Superior Court Of The State Of California In The County Of Orange, Central Justice Center
9. For compensatory, special, and general damages in an amount of USD1,000,000.00 for damages that Plaintiff could have, would have, and/or should have collected from the named Defendants in the case number 05CC08432 consolidated with 07CC00188 at the Superior Court Of The State Of California In The County Of Orange, Central Justice Center against each of the named Defendants.
10. For damages in an amount according to proof at jury trial against all Defendants;
11. For punitive damages in an amount according to proof at jury trial against all Defendants;
12. For treble damages in an amount according to proof at jury trial against all Defendants;
13. For exemplary damages in an amount according to proof at jury trial against all Defendants;
14. For civil penalties pursuant to statutes, restitution, injunctive relief;
15. For interest on said sum at the legal rate according to proof at jury trial;
16. For reasonable attorney 's fees according to proof at jury trial;
17. For legal fees according to proof at jury trial;
18. For cost of suit herein incurred; and
19. For such other and further relief as the court may deem just and proper.

Executed on June 13 2011 in Santa Ana, CA .

///

///

## JURY DEMAND

Plaintiff demands a jury trial for all causes of action set forth herein.

June 13 2011

DIEM T. NGUYEN, IN PRO SE

X DIEM T. NGUYEN

11

**DECLARATION OF DIEM T. NGUYEN**

Plaintiff, DIEM T. NGUEN, hereby declares:

1. Exhibit X in RFJN is the USB. In the USB is Exhibit A of RFJN, it is the consented recorded conversations between Jamal from Nationstar Mortgage, LLC and Plaintiff on March 15, 2010.
2. However, it was recorded in an old outdated almost dinosaur mp3 player in which it does not have the capability of self stamping date and time.
3. The recorded conversations in Exhibit A of RFJN is true to its original version and not edited as Plaintiff does not know nor have any capability to do so
4. EXHIBIT K-M in RFJN were given to Plaintiff by Rose Cala from the Department of Corporations located 320 W 4th St # 750 Los Angeles, CA 90013-2349 (213) 576-7500 on Wednesday, March 03, 2011.
5. Upon receipts of the EXHIBITS K-M in RFJN, Plaintiff asked Rose what became of the missing pages and exhibits within this application. Plaintiff did not receive Exhibits 1-5 within the application. Plaintiff did not receive pages 3-5 within this application. Rose told Plaintiff that they are privileged information and are not made available to the public. Plaintiff waited at the Department of Corporations for almost two hours to be told that Plaintiff did not have the right for the copies of the complete file. Plaintiff did not all of a sudden show up by surprise and demand the documents. Plaintiff made appointments with Rose in advance and informed Rose of the reason for Plaintiff's request and needs of these documents. Plaintiff waited for Rose to complete her research and contact Plaintiff to set up appointment to pick up the requested documents. When Plaintiff appeared, she had to wait for almost two hours to receive incomplete documents and exhibits. Plaintiff alleges that the Department of Corporations may have realized their errors of approving the applications when Plaintiff informed them of the reasonings of her needs and request for the copies of the entire and complete files.
6. Plaintiff properly subpoena the Department of Corporation, Exhibits S and T in RFJN . However, Plaintiff has been and continue to run into obstacles and hurdles of getting the entire and complete files pertaining to Subject Property and Nationstar from the Department of Corporations.
7. Plaintiff has visited the Orange County Recorder Office in Santa Ana, CA on several occasions. Plaintiff had checked , double checked, and triple checked the assignments

1  
2  
3  
4  
5 and documents recorded in the Orange County Recorder Office in Santa Ana, CA in  
6 regards to the foreclosure of Subject Property.  
7

8 8. Plaintiff can confirm that the Orange County Recorder Office in Santa Ana, CA does  
9 have a recorded copy of the Deed of Trust ("DOT"), Exhibit B of RFJN executed  
10 between Plaintiff and Ditech on 07/17/2006 which was recorded on 07/26/2006. In  
11 this DOT, it clearly stated the Ditech was named as Lender. It clearly stated that  
12 Executive Trustee Services, Inc was named as Trustee.  
13

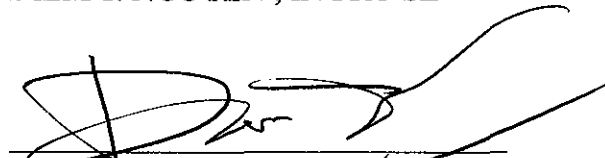
14 9. Plaintiff was unable to locate any execution, acknowledgement, and recordation of the  
15 substitution of trustee from Ditech to any other parties as trustee against Subject  
16 Property since the recordation of DOT on 07/26/2006, Exhibit B of RFJN at the  
17 Orange County Recorder Office in Santa Ana, CA.  
18

19 10. In fact, Plaintiff can confirm that she was unable to locate any execution,  
20 acknowledgement, and recordation of substitution of trustee naming any other parties  
21 by any parties against Subject Property since the recordation of DOT on 07/26/2006,  
22 Exhibit B in RFJN at the Orange County Recorder Office in Santa Ana, CA against  
23 Subject Property.  
24

25  
26 Plaintiff, DIEM T. NGUYEN, declares under penalty of perjury that the above is true and  
27 correct.  
28

29 June 13 2011

DIEM T. NGUYEN, IN PRO SE

30  
31  
32  
33  
34 x   
DIEM T. NGUYEN

35 ///  
36 ///  
37 ///  
38 ///  
39 ///  
40 ///  
41 ///  
42 ///  
43 ///  
44 ///  
45 ///  
46  
47

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47

third amendment to complaints; declaration of Diem T. Nguyen; request for judicial notice; demand for jury trial; verification of Diem T Nguyen.